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RESIDENCE OF THE PRESIDENT
OF THE PHILIPPINES
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER NO. 359

CREATING THE MUNICIPALITY OF SAN ISIDRO IN THE PROVINCE OF SURIGAO

Upon the recommendation of the Provincial Board of Surigao and pursuant to the provisions of section sixty-eight of the Revised Administrative Code, the barrios and sitios of San Isidro, Buhing Kalipay, Pacifico, Tambakan. Landahan, San Miguel, Roxas, and Tigasao, all of the municipality of Numancia, province of Surigao, are hereby segregated from said municipality and organized into an independent municipality in said provnce, to be known as the municipality of San Isidro with the seat of government at the barrio of San Isidro.

The municipality of San Isidro as herein organized shall have the following boundaries:

> "Beginning at the point of intersection of the boundary of Pilar and Numancia, on Landahan River marked "A" on the map, on a northwesterly direction to a point at top of Magilo Mountain marked "B", thence on a northeasterly direction to the center of rock called Bil-at, along the boundary line of Sapao and Numancia, marked "C", thence following the same boundary line of Sapao and Numancia on an easterly direction to point "D" the eastern territorial limit of Numancia, thence following the eastern territorial limit of Numancia on a southerly direction to point "E", thence following the boundary line of Numancia and Pilar on a westerly direction to point "A", point of the beginning." (This technical description is taken from the sketch or the map showing the territorial limits of the proposed municipality of San Isidro, prepared and submitted by the Office of the Highway District Engineer of the province of Surigao.)

The municipality of Numancia shall have its present territory minus the portions thereof which are included in the territory of the municipality of San Isidro, as delimited above.

The municipality of San Isidro shall begin to exist upon the appointment and qualification of the mayor, vice-mayor, and a majority of the councilors thereof but not earlier than January 1, 1960, and upon the certification by the Secretary of Finance that said municipality is financially

capable of implementing the provisions of the Minimum Wage Law and providing for all the statutory obligations and ordinary essential services of a regular municipality and that the mother municipality of Numancia, after the segregation therefrom of the territory comprised in the municipality of San Isidro, can still maintain creditably its municipal government, meet all its statutory and contractual obligations, and provide for the essential municipal services.

Done in the City of Manila, this 9th day of October, in the year of Our Lord, nineteen hundred and fifty-nine, and of the Independence of the Philippines, the fourteenth.

CARLOS P. GARCIA
President of the Philippines

By the President:

ENRIQUE C. QUEMA
Assistant Executive Secretary

MALACAÑANG

RESIDENCE OF THE PRESIDENT
OF THE PHILIPPINES
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER NO. 360

CREATING THE MUNICIPALITY OF VALENCIA IN THE PROVINCE OF BUKIDNON

Pursuant to the provisions of section sixty-eight of the Revised Administrative Code, and upon the recommendation of the Provincial Board of Bukidnon, the barrios of Valencia, Gunuyoran, Lilingayon, Lurogan, Mailag, Bagontaas, Sugod, San Isidro, Cawayanon, Lugayao, Laigan, Maapag, Talisayan, and Tongatongan, together with their respective sitios, all of the municipality of Malaybalay, are hereby segregated from said municipality and organized into an independent municipality to be known as the Municipality of Valencia with the seat of government at the barrio of Valencia.

The Municipality of Valencia as herein organized shall have the following boundaries:

"From a point marked 1 on plan, intersection of Fulangi River and the political boundary of the Municipal District of San Fernando; thence due west, 10.00 kms. to the confluence of Sawaga River and Manupale River marked 2; thence following upstream along the center line of Manupale River, 24.00 kms. to the political boundary of Talakag marked 3; thence following the political boundary of Talakag S 40–00'W, 10.00 kms. to point 4 junction with political boundary of Pangantukan; thence following the political boundary of Pangantukan S 30–00'E,

13.50 kms. to point 5; thence due east, 10.99 kms. to point 6; thence N 77–00'E, 9.60 kms. to point 7; thence S 75–00'E, 10.60 kms. to point 8 junction with the political boundary of San Fernando; thence following the political boundary of San Fernando N 8–00'W, 2.40 kms. to point 9; thence N. 11–00'E, 12.60 kms. to point 1, point of beginning. (This description is based on the technical description furnished by the Office of the District Engineer of Bukidnon.)

The Municipality of Malaybalay shall have its present territory minus the portions thereof which are included in the Municipality of Valencia as delimited above.

The Municipality of Valencia shall begin to exist upon the appointment and qualification of the mayor, vice-mayor, and a majority of the councilors thereof and upon certification by the Secretary of Finance that said municipality is financially capable of implementing the provisions of the Minimum Wage Law and providing for all the statutory obligations and ordinary essential services of a regular municipality and that the mother municipality of Malaybalay, after the segregation therefrom of the territory comprised in the Municipality of Valencia can still maintain creditably its municipal government and provide for all the essential municipal services.

Done in the City of Manila, this 11th day of October, in the year of Our Lord, nineteen hundred and fifty-nine, and of the Independence of the Philippines, the fourteenth.

CARLOS P. GARCIA
President of the Philippines

By the President:

ENRIQUE C. QUEMA
Assistant Executive Secretary

MALACAÑANG

RESIDENCE OF THE PRESIDENT
OF THE PHILIPPINES
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER NO. 361

PROMULGATING RULES AND REGULATIONS FOR THE IMPLEMENTATION OF THE PROPOSALS OF FILIPINOS RESIDING IN THE UNITED STATES TO INVEST IN THE ECONOMIC DEVELOPMENT PROGRAM OF THE PHILIPPINES

In order to carry out the desire of Filipinos residing in the United States to invest their savings in the economic development program of the Philippines, I, Carlos P. Garcia, President of the Philippines, by virtue of the

powers vested in me by law, do hereby promulgate the following rules and regulations governing such investments:

1. *Nature of investments.*—The eligible forms of investment are (1) essential producers' and consumers' goods and (2) capital and essential consumers' goods purchased in the United States.

Essential producers' and consumers' goods.—Essential producers' and consumers' goods produced by Filipino independent farm operators and farm hands in the United States may be channeled to the Philippines for sale, except those that would tend to displace similar locally produced goods or to disrupt the agricultural development program of the country. Likewise, such products should not be allowed to be channeled into the country if the importation thereof is banned by Philippine laws and regulations or rules promulgated by the Central Bank or other competent authorities of the Philippines.

Capital and essential consumers' goods purchased in the United States.—Capital and essential consumers' goods purchased in the United States by Filipino residents either by direct cash purchase or through the use of credit facilities may be sent to the Philippines by the Filipino investors' corporations or associations, mentioned in paragraph 3 hereof, or individually if he prefers not to join such corporations or associations, through their representatives who would sell them and invest the proceeds thereof in the Philippines.

2. *Shipment of goods.*—The shipment of acceptable goods for importation into the Philippines may be handled by corporations or associations formed by the Filipino residents, or by their personal representatives duly authorized by them to handle the distribution and sale in the Philippines of the above-mentioned goods. Bonds must be filed by such representatives to secure the proper disposal of the accounting for the goods and to guarantee the faithful administration of the proceeds thereof.

3. *Corporate representatives and agents in the Philippines.*—For purposes of pooling their resources and concentrating management in order to better promote and protect their interests, the Filipino independent farm operators and farm hands, and other Filipino residents in the United States desiring to invest in the Philippines, may form corporations or associations which can transact business for them in the Philippines. If an individual investor prefers not to join such corporations or associations, he may appoint his own agent or representative who will be responsible to the individual investor. The necessary bond to guarantee the faithful performance of the transactions and the security of the proceeds that will be realized from the sale of the goods should be filed by the representatives and agents.

4. *The Far East Management Corporation and other agents.*—The association of Filipino residents abroad or any investor acting independently may deal directly with the Far East Management Corporation or any other corpora-

tion or association duly authorized to transact business, for the distribution and sale in the Philippines of capital goods or essential producers' and consumers' goods and the investment of the proceeds thereof locally. The funds may be invested in government bonds or in other forms of investment which is expected to give reasonable returns.

Any representative of the Far East Management Corporation or any other corporation or association or any individual operator who solicits investment in accordance with Rule 1 hereof from any Filipino resident abroad or opens an office in the United States for this purpose must first report to the Philippine consul who has jurisdiction over the particular territory concerned. It is understood that these representatives or persons shall comply with all the other existing legal requirements or rules and regulations enforced in the different states where they may desire to solicit such investments.

Any contract otherwise valid and legal under existing laws must further contain for its recognition under these rules and regulations a clause providing for a guarantee or performance bond issued by a surety or bonding company or a recognized bank to the satisfaction of the investor, conditioned on the faithful administration of the proceeds of the goods and their proper investment.

In the event that the Far East Management Corporation or any other corporation or association or individual acts as agent in the sale of Philippine Government bonds or securities to Filipinos in the United States, the said corporation or association or individual must be bonded in an amount to be determined by the Central Bank of the Philippines, and the said Corporation or association or individual must operate under the terms and conditions to be promulgated and required by the Central Bank of the Philippines.

5. *Areas of investment.*—The areas of investment shall be governed by existing policies regarding the essentiality of the product to be produced, potential and actual capacity to generate employment and income, and the degree of utilization of domestic resources. In the case of investment in agricultural development, Filipino investors are welcome to agricultural reservations created by the government for the purpose.

6. *Remittance of profits and repatriation of capital.*—The remittance of profits and the repatriation of capital shall be governed by Central Bank regulations regarding the same.

7. *Supervision on investment and operation.*—The transactions of the Far East Management Corporation or any other such corporation or association or individual representatives handling the aforementioned investments shall be

subject to periodic inspection by representatives of the Department of Finance. The books, records, and accounts should be opened for examination by the said representatives. Likewise, the books, records, and accounts of corporations, associations, or individual representatives abroad handling the aforesaid investments shall be opened for inspection by the Consul or his representative or by the commercial attache who has jurisdiction over the particular territory concerned. Compliance with existing policies on investments required in Rule No. 5 hereof shall be determined by the National Economic Council.

8. *Control on imports.*—All importations under this grant shall be under the administration and control of the Central Bank of the Philippines.

Done in the City of Manila, this 12th day of October, in the year of Our Lord, nineteen hundred and fifty-nine, and of the Independence of the Philippines, the fourteenth.

CARLOS P. GARCIA
President of the Philippines

By the President:

ENRIQUE C. QUEMA
Assistant Executive Secretary

MALACAÑANG

RESIDENCE OF THE PRESIDENT
OF THE PHILIPPINES
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER NO. 362

CREATING THE MUNICIPALITY OF BUENAVISTA IN THE PROVINCE OF BOHOL

Pursuant to the provisions of section sixty-eight of the Revised Administrative Code, the barrios of Buenavista Norte and Buenavista Sur and Cabulan Island, all of the municipality of Jetafe, province of Bohol, are hereby segregated from said municipality and organized into an independent municipality in said province, to be known as the municipality of Buenavista.

The municipality of Buenavista as herein organized shall have the following boundaries:

Beginning from point 1 marked "X" on boulder of 2 meters diameter, right bank of Malihao Creek running S. 71° 00′ E., 3,888.79 meters to point 2, on top of Mt. Caglinte; thence S. 55° 39′ E., 7,587.44 meters to point 3, top of Mt. Lole; thence S. 12° 23′ W., 3,933.90 meters to point 4, on top of Mt. Cabog; thence S. 19° 17′ W., 3,230.37 to point 5, on top of Mt. Tawagan; thence N. 83° 17′ W., 1,535.42 meters to point 6, on top of Mt. Catoloan; thence N.

53° 40′ W., 1,929.10 meters to point 7, on top of Mt. Martin; thence N. 57° 50′ W., 6,050.45 meters to point 8, on top of Quarry; thence N. 51° 51′ W., 1,295.21 meters to point 9 on top of Cantomogcad; thence N. 49° 38′ W., 1,250.88 meters to point 10, at Dait Bridge; thence N. 54° 03′ W., 2,065.70 meters to point 11, located immediately south of the mouth of Maubid Creek; thence following the boundary of the marine waters which this municipality shall have pursuant to the provisions of section 2321 of the Revised Administrative Code, to point 1, the point of beginning. (This description is based on the sketch plan or map of the proposed new municipality of Buenavista prepared by Jose L. Dormentes, Private Land Surveyor on file in this Office.)

The municipality of Jetafe shall have its present territory minus the portions thereof which are included in the territory of the municipality of Buenavista.

The municipality of Buenavista shall begin to exist upon the appointment and qualification of the mayor, vice-mayor, and a majority of the councilors thereof, but not earlier than January 1, 1960, and upon the certification by the Secretary of Finance that said municipality is financially capable of implementing the provisions of the Minimum Wage Law and providing for all the statutory obligations and ordinary essential services of a regular municipality and that the mother municipality of Jetafe, after the segregation therefrom of the territory comprised in the municipality of Buenavista, can still maintain creditably its municipal government, meet all its statutory and contractual obligations and provide for the essential municipal services.

Done in the City of Manila, this 26th day of October, in the year of Our Lord, nineteen hundred and fifty-nine, and of the Independence of the Philippines, the fourteenth.

CARLOS P. GARCIA
President of the Philippines

By the President:

ENRIQUE C. QUEMA
Assistant Executive Secretary

MALACAÑANG

RESIDENCE OF THE PRESIDENT
OF THE PHILIPPINES
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

PROCLAMATION NO. 623

EXTENDING THE 1959 NATIONAL FUND AND EDUCATIONAL DRIVE OF THE PHILIPPINE TUBERCULOSIS SOCIETY UP TO DECEMBER 31, 1959

WHEREAS, the Philippine Tuberculosis Society has been authorized to conduct its annual national fund and educational drive from August 19, 1959, to September 30, 1959, under Proclamation No. 603, dated July 16, 1959;

WHEREAS, the Society needs more time to raise its goal of ₱600,000; and

WHEREAS, this amount has to be raised in order that the Society's vital services and activities may not be impaired;

NOW, THEREFORE, I, Carlos P. Garcia, President of the Philippines, by virtue of the powers vested in me by law, do hereby extend the period of the national fund and educational drive of the Philippine Tuberculosis Society up to and including December 31, 1959.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Republic of the Philippines to be affixed.

Done in the City of Manila, this 6th day of October, in the year of Our Lord, nineteen hundred and fifty-nine, and of the Independence of the Philippines, the fourteenth.

[SEAL]

CARLOS P. GARCIA
President of the Philippines

By the President:

ENRIQUE C. QUEMA
Assistant Executve Secretary

MALACAÑANG

RESIDENCE OF THE PRESIDENT
OF THE PHILIPPINES
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

PROCLAMATION NO. 624

AUTHORIZING THE CHILDREN'S MUSEUM AND LIBRARY, INC., TO CONDUCT A NATIONAL FUND AND EDUCATIONAL CAMPAIGN DURING THE PERIOD FROM OCTOBER 14 TO NOVEMBER 30, 1959

WHEREAS, our concern for our country's future demands that more efforts be devoted to developing our children into good and useful citizens;

WHEREAS, it is necessary to provide the facilities and opportunities to cultivate the talents and other faculties of the potential leaders of our future generations;

WHEREAS, the Children's Museum and Library, Inc., is dedicated to the well-being of our children;

NOW, THEREFORE, I, Carlos P. Garcia, President of the Philippines, do hereby authorize the Children's Museum and Library, Inc., to conduct a national fund and educational drive, during the period from October 14 to November 30, 1959. I call upon all citizens and residents of the Philippines, irrespective of nationality or creed, to assist in this humanitarian campaign by giving generously of their means so that we may insure the success of this venture. I authorize government officials and employees, including school authorities and teachers, to accept, for the Children's Museum and Library, Inc., fund-raising responsibilities and to give it active support and leadership in their respective communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Republic of the Philippines to be affixed.

Done in the City of Manila, this 6th day of October, in the year of Our Lord, nineteen hundred and fifty-nine, and of the Independence of the Philippines, the fourteenth.

[SEAL]

CARLOS P. GARCIA
President of the Philippines

By the President:

ENRIQUE C. QUEMA
Assistant Executive Secretary

MALACAÑANG

RESIDENCE OF THE PRESIDENT
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MANILA

BY THE PRESIDENT OF THE PHILIPPINES

PROCLAMATION NO. 625

DECLARING THE PERIOD FROM FEBRUARY 14 TO MARCH 31, 1960, AS THE TIME FOR THE THIRTEENTH ANNUAL FUND CAMPAIGN OF THE PHILIPPINE NATIONAL RED CROSS

WHEREAS, the Philippine National Red Cross, the body corporate and politic duly created and officially designated by Republic Act No. 95 to assist the Republic of the

Philippines in discharging its obligations set forth in the Geneva Convention, and to perform other functions inherent in a national Red Cross society, depends solely upon voluntary public contributions to carry out its duties and responsibilities; and

WHEREAS, the said organization has, through unstinted labor, proven itself an indispensable institution in the promotion of public welfare, especially in times of emergency, symbolizing our national spirit of compassion and our aspirations for world peace and understanding;

NOW, THEREFORE, I, Carlos P. Garcia, President of the Philippines, do hereby declare the period from February 14 to March 31, 1960, as the time for the Thirteenth Annual Fund Campaign of the Philippine National Red Cross. I urge all citizens and residents of this country, as well as all associations and organizations, to help actively in this campaign by giving generously of their means, time, and efforts to realize the aims and purposes of the Philippine National Red Cross.

I authorize all national, provincial, city, and municipal government officials and school authorities to accept, for the Philippine National Red Cross, fund-raising responsibilities, and urge them to take the initiative and active leadership in their respective communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Republic of the Philippines to be affixed.

Done in the City of Manila, this 6th day of October, in the year of Our Lord, nineteen hundred and fifty-nine, and of the Independence of the Philippines, the fourteenth.

[SEAL]

CARLOS P. GARCIA
President of the Philippines

By the President:

ENRIQUE C. QUEMA
Assistant Executive Secretary

REPUBLIC ACTS

Enacted during the Fourth Congress of the Philippines Second Session

H. No. 2713

[REPUBLIC ACT No. 2581]

AN ACT CONSTITUTING THE SITIOS OF KAY-POO, NABILING, KAHAWANAN, APARTAHAN AND KALIMPAY IN THE BARRIO OF TIGWI, MUNICIPALITY OF TORRIJOS, PROVINCE OF MARINDUQUE, INTO A SEPARATE BARRIO TO BE KNOWN AS THE BARRIO OF KAWAYANAN.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitios of Kay-Poo, Nabiling, Kahawanan, Apartahan and Kalimpay in the barrio of Tigwi, Municipality of Torrijos, Province of Marinduque, are hereby constituted into a separate barrio of the said municipality to be known as the barrio of Kawayanan.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2720

[REPUBLIC ACT No. 2582]

AN ACT CREATING BARRIOS IN THE THIRD DISTRICT OF THE PROVINCE OF SAMAR

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitios of Seguinon, Karapdapan, Lusod, Hagnaya, Santa Cruz and Cantomoja in the Municipality of Salcedo, Province of Samar, are converted into barrios of said municipality to be known as the barrios of Seguinon, Karapdapan, Lusod, Hagnaya, Santa Cruz and Cantomoja, respectively.

SEC. 2. The sitio of Limbujan in the Municipality of General MacArthur, Province of Samar, is converted into a barrio of said municipality to be known as the barrio of Limbujan.

SEC. 3. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2721

[REPUBLIC ACT No. 2583]

AN ACT CREATING CERTAIN BARRIOS IN THE PROVINCE OF ISABELA

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitio of Rang-ayan in the Municipality of Mallig, Province of Isabela, is hereby converted into a barrio to be known as Barrio Rang-ayan.

SEC. 2. The sitio of Sta. Rita in the Municipality of Aurora, same province, is hereby converted into a barrio to be known as Barrio Sta. Rita.

SEC. 3. The sitios of Balmarin, Belma and Salipan in the Municipality of San Agustin, same province, are hereby constituted into a barrio to be known as Barrio Damabal.

SEC. 4. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2722

[REPUBLIC ACT NO. 2584]

AN ACT CHANGING THE NAMES OF THE BARRIO OF CROSSING MACASILAO OR BARRIO YONSON IN THE MUNICIPALITY OF CALATRAVA, AND THE BARRIO OF BINABONGOL IN THE MUNICIPALITY OF ESCALANTE, PROVINCE OF NEGROS OCCIDENTAL, TO BARRIO CASTELLANO AND BARRIO MAGSAYSAY, RESPECTIVELY.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The name of the barrio of Crossing Macasilao or Barrio Yonson in the Municipality of Calatrava, Province of Negros Occidental, is changed to Barrio Castellano.

SEC. 2. The name of the barrio of Binobongol in the Municipality of Escalante, same province, is changed to Barrio Magsaysay.

SEC. 3. This Act shall take effect upon its approval.

Enacted without Executive Approval, June 21, 1959.

H. No. 2723

[REPUBLIC ACT NO. 2585]

AN ACT CREATING CERTAIN BARRIOS IN THE PROVINCE OF NEGROS OCCIDENTAL

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitios of Jerusalem, Macabal-ong, Manuyo, Campo Negros, Siwahon and Alimatoc in the barrio of Cabahug, Municipality of Cadiz, Province of Negros Occidental, are separated from said barrio and constituted into a distinct and independent barrio of said municipality to be known as the barrio of Magsaysay.

SEC. 2. The sitios of Bat-us and Punao and haciendas Refugio and Cubay in the Municipality of Calatrava, same province, are constituted into a distinct and independent barrio of said municipality to be known as the barrio of Refugio.

SEC. 3. The following sitios and haciendas in the Municipality of Manapla, same province, are constituted as barrios, to wit:

(*a*) The sitio of Sta. Tereza, and haciendas Belen, Anita, Mose, Balew, Sicaba, Lacson, Fortuna and Apanoy into

a distinct and independent barrio of said municipality to be known as the barrio of Sta. Tereza;

(*b*) The sitio of Pta. Salong, and haciendas Catalina and Nagsico, and the sitios of Pinanonghan, Locdo and To-ong into a distinct and independent barrio of said municipality to be known as the barrio of Pta. Salong;

(*c*) The sitios of Pta. Mesa, Cotosan and Olamhay, and haciendas Tividavo, Cogon (Ascona), Busay and Lumayagan into a distinct and independent barrio of said municipality to be known as the barrio of Pta. Mesa; and

(*d*) The sitio of Purissima, and haciendas Begonia, Candelaria, Patlagan, Guicay, Remedios, Pandayan, Tagbac and Central Manapla into a distinct and independent barrio of said municipality to be known as the barrio of Purissima.

SEC. 4. The following haciendas and sitios in the Municipality of Talisay, same province, are constituted as barrios, to wit:

(*a*) The haciendas of San Jacinto, Gusa–Lacson, Manaul, Bacong–Gonzaga, Socorro–Lizares, Matab-ang (Nilo Lizares), Minulwan (Labayen), Matab-ang (Ledesma and Granada), and Vista–Lacson as a distinct and independent barrio of said municipality to be known as the barrio of Matab-ang;

(*b*) The sitio of Busay, and the haciendas of Epigenio, Bagacay–Lacson, Minulwan–Lizares, Cabanbanan (Osmeña) Cafe–Kilayko, Virgin de Pilar and Binaliwan (Yusay and Pison) as a distinct and independent barrio of said municipality to be known as the barrio of Epigenio Lizares; and

(*c*) The hacienda and sitios of To-ong, Bocboc, Cabakahan, Bagacay, Magbuyo, Masanglad, Mambucano, Tambara and Hacienda Semillano–Honores as a distinct and independent barrio of said municipality to be known as the barrio of Cabatangan.

SEC. 5. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2761

[REPUBLIC ACT No. 2586]

AN ACT CHANGING THE NAME OF THE CORON ELEMENTARY SCHOOL IN THE MUNICIPALITY OF CORON, PROVINCE OF PALAWAN, TO CLAUDIO SANDOVAL ELEMENTARY SCHOOL.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The name of the Coron Elementary School in the Municipality of Coron, Province of Palawan, is changed to Claudio Sandoval Elementary School.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2764

[REPUBLIC ACT No. 2587]

AN ACT CHANGING THE NAME OF THE MUNICIPALITY OF LAMBAYONG, PROVINCE OF COTABATO, TO SULTAN SA BAROÑGIS.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The name of the Municipality of Lambayong in the Province of Cotabato is changed to Sultan Sa Baroñgis.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2774

[REPUBLIC ACT No. 2588]

AN ACT CREATING CERTAIN BARRIOS IN THE PROVINCE OF DAVAO

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The following sitios in the Municipality of Digos, Province of Davao, are converted into barrios thereof, to wit:

1. The sitio of Colorado to be known as the barrio of Colorado;
2. The sitio of Balabag to be known as the barrio of Balabag;
3. The sitio of San Miguel (Odaca) to be known as the barrio of San Miguel (Odaca);
4. The sitio of Kiagot to be known as the barrio of Kiagot;
5. The sitio of Tiguman to be known as the barrio of Tiguman;
6. The sitio of Mahayahay to be known as the barrio of Mahayahay;
7. The sitio of Lungag to be known as the barrio of Lungag; and
8. The sitio of San Agustin to be known as the barrio of San Agustin.

SEC. 2. The sitios of Tigbawan, Lubganon and Boa in the Municipality of Caraga, same province, are converted into barrios of said municipality to be known as the barrios of Tigbawan, Lubganon and Boa, respectively.

SEC. 3. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2775

[REPUBLIC ACT No. 2589]

AN ACT CREATING BARRIOS IN CERTAIN MUNICIPALITIES OF THE PROVINCE OF ILOILO

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The following sitios in the Municipality of Nueva Valencia, Province of Iloilo, are separated from their respective barrios and constituted as distinct and independent barrios of said municipality, to wit:

1. The sitios of Napandong, Timuyon and Ilaya Catilaran in the barrio of Magamay, the sitios of Beta, Lumbiya and Catmon in the barrio of Lucmayan, the sitio of Sambulawa in the barrio of Tando and the sitio of Palanas in the barrio of Dolores to be known as the barrio of Napandong;

2. The sitios of Harubharub, Pinamangkaw, Comian, Nabinbinan and Punta Lomboy in the barrio of Salvacion to be known as the barrio of San Roque;

3. The sitios of Lanipe, Ubog, Desan and Tugpahan Sur in the barrio of Salvacion to be known as the barrio of Lanipe;

4. The sitios of Taras, Butcanaway, Bungalon, Dawo, Sibunag, Budhi-an, Tamsic, Badiang, Tigbao, Guicay, Tipulo, Magobaye, Casili-an and Bangyan in the barrio of Calawa to be known as the barrio of San Antonio;

5. The sitios of Bongga, Ilaya, Catilaran, Minuro, Limbiya, Punda, Utod, Inawa and Bunlao in the barrio of Igang to be known as the barrio of Santo Domingo; and

6. The sitios of Canhawan Norte and Pacu Sur in the barrio of Igdarapdap, and the sitios of Canhawan Sur, Casling and Odiongan in the barrio of Cabalagnan to be known as the barrio of Canhawan.

SEC. 2. The following sitios in the Municipality of Buenavista, same province, are separated from their respective barrios and constituted as distinct and independent barrios of said municipality, to wit:

1. The sitio of Tastasan Sur in the barrio of Tastasan to be known as the barrio of San Isidro;

2. The sitio of Agsanayan in the barrio of San Roque to be known as the barrio of Agsanayan;

3. The sitio of Salag Diutay in the barrio of Zaldivar to be known as the barrio of Magsaysay;

4. The sitio of Gaban in the barrio of San Enrique to be known as the barrio of Gaban;

5. The sitio of M. Chavez in the barrio of Suclaran to be known as the barrio of M. Chavez; and

6. The sitio of Calingao in the barrio of Salvacion to be known as the New Poblacion and designated as seat of the municipal government of Buenavista.

SEC. 3. The sitio of Ilong-Buquid in the Municipality of Barotac Viejo, same province, is converted into a barrio of said municipality to be known as the barrio of Ilong-Buquid.

SEC. 4. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2776

[REPUBLIC ACT No. 2590]

AN ACT CREATING CERTAIN BARRIOS IN THE PROVINCE OF BATANGAS

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitio of Cumba in the barrio of Conde Itaas and the sitio of Maulabi in the barrio of San Miguel, both in the Municipality of Batangas, Province of Batangas, are separated from said barrios, and are constituted into a distinct and independent barrio of said municipality to be known as the barrio of Cumba.

SEC. 2. The sitio of Guinhawa in the barrio of Pinagbayanan, Municipality of Taysan, same province, is separated from said barrio, and constituted into a distinct and independent barrio of said municipality to be known as the barrio of Guinhawa.

SEC. 2. The sitio of Kaingin in the barrio of Natunuan, Municipality of Bauan, same province, is converted into a barrio of said municipality to be known as the barrio of Kaingin.

SEC. 5. The sitio of Kalii in the Municipality of Talisay, same province, is converted into a barrio of said municipality to be known as the barrio of Asis.

SEC. 5. The sitio of Kalii in the Municipality of Talisay, same province, is converted into a barrio of said municipality to be known as the barrio of Miranda.

SEC. 6. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2777

[REPUBLIC ACT NO. 2591]

AN ACT CREATING BARRIOS IN CERTAIN MUNICIPALITIES OF THE PROVINCE OF SAMAR

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitios of Babanikhon and Julag in the Municipality of Llorente, Province of Samar, are converted into barrios of said municipality to be known as the barrios of Babanikhon and Julag, respectively.

SEC. 2. The sitio of Cantenio in the Municipality of Quinapundan, same province, is converted into a barrio of said municipality to be known as the barrio of Cantenio.

SEC. 3. The sitios of Potong, Casoroy and Bonacan in the Municipality of San Julian, same province, are converted into barrios of said municipality to be known as the barrios of Potong, Casoroy and Bonacan, respectively.

SEC. 4. The sitios of Garawon and San Isidro in the Municipality of Hernani, same province, are converted into barrios of said municipality to be known as the barrios of Garawon and San Isidro, respectively.

SEC. 5. The sitios of Bacjao, Cansomangcay, Guinma-ayohan, Santa Rosa, Guinob-an and Bita-ug in the Municipality of Balangiga, same province, are converted into barrios of said municipality to be known as the barrios of Bacjao, Cansomangcay, Guinma-ayohan, Santa Rosa, Guinob-an and Bita-ug, respectively.

SEC. 6. The sitios of Dacul, Burak, Gayam, Mapunod, Betoc, Papuahan and Guinto-inan in the Municipality of Taft, same province, are converted into barrios of said municipality to be known as the barrios of Dacul, Burak, Gayam, Mapunod, Betoc, Papauhan and Guinto-inan, respectively.

SEC. 7. The sitios of Son-og, Canyomanao, Tarusan, Cabagngan, Magsaysay and Pinantao in the Municipality of Laoang, same province, are converted into barrios of said municipality to be known as the barrios of Son-og, Canyomanao, Tarusan, Cabagngan, Magsaysay and Pinantao, respectively.

SEC. 8. The sitios of Cag-olañgo and Pinayagan in the Municipality of Allen, same province, are constituted into a barrio in the said municipality to be known as the barrio of San Miguel.

SEC. 9. The sitios of Borac and Caranas in the Municipality of Mondragon, same province, are converted into barrios of said municipality to be known as the barrios of San Antonio and San Isidro, respectively.

SEC. 10. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2778

[REPUBLIC ACT NO. 2592]

AN ACT CREATING CERTAIN BARRIOS IN THE PROVINCE OF CAMARINES SUR

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitios of Catanusan, Irayang Solong, Mataoroc, Manapao and Salingongon in the Municipality of Minalabac, Province of Camarines Sur, are converted into barrios of said municipality to be known as the barrios of Catanusan, Irayang Solong, Mataoroc, Manapao and Salingongon, respectively.

SEC. 2. The following sitios are constituted or converted as barrios in the Municipality of Calabanga, same province, as follows:

1. The sitios of Buri and Kaniñgan into a barrio to be known as the barrio of Camuning;
2. The sitio of San Francisco into a barrio to be known as the barrio of San Francisco;
3. The sitio of Sibao into a barrio to be known as the barrio of Sibao;
4. The sitio of San Pablo into a barrio to be known as the barrio of San Pablo;
5. The sitio of Sogoan into a barrio to be known as the barrio of Lugsad;
6. The sitios of Kinali, Punicon, Sogsogon and Maybayawas into a barrio to be known as the barrio of Peñada;
7. The sitios of Tawang, Inarihan, Binaliw-gote and Quinali into a barrio to be known as the barrio of Fabrica;
8. The sitios of Malobago and Renañgan into a barrio to be known as the barrio of Balombon;
9. The sitios of Pongod, Quehadog and Baunot (Talacop) into a barrio to be known as the barrio of Sta. Rita;
10. The sitio of Puro into a barrio to be known as the barrio of Sta. Cruz (Quipayo);
11. The sitios of Balentong, Anahaw, Elelocdo, Que-Olleta, Que-deleon, Panateñgan, Que-Paligid, Gantilo, Gotean and Tambongon into a barrio to be known as the barrio of Balatasan;

12. The sitios of Pacoyog, Bangko and Bacong into a barrio to be known as the barrio of Deminorog;

13. The sitios of Queriwa, Quinali, Napotol and Manoknok into a barrio to be known as the barrio of Punta-Tarawal;

14. The sitio of Lupi-Lupi into a barrio to be known as the barrio of Sogod;

15. The sitio of Salvacion into a barrio to be known as the barrio of Salvacion;

16. The sitio of San Bernardino into a barrio to be known as the barrio of San Bernardino;

17. The sitios of Bigong, Sogod Bigong and Balod into a barrio to be known as the barrio of Bigaas; and

18. The sitio of Binaliw into a barrio to be known as the barrio of Binaliw;

SEC. 3. The following sitios are constituted or converted as barrios in the municipality of Canaman, same province, to wit:

1. The sitio of Cogon into a barrio to be known as the barrio of Teresita;

2. The sitio of Gotob into a barrio to be known as the barrio of San Agustin;

3. The eastern half of the barrio of Tacolod into a barrio to be known as the barrio of San Vicente Ferrer;

4. The eastern half of the barrio of San Jose and the sitio of Calambog into a barrio to be known as the barrio of San Jose East; and

5. The western half of the barrio of San Jose as the barrio sitio of Bencay into a barrio to be known as the barrio of the San Jose West.

SEC. 4. The Sitios of Kilantaao, Calancaan, Waquit, Catalotoan and Tarobog in the Municipality of Sagnay, same province, are constituted into a barrio fsaid municipality to be known as the barrio of Kilantao.

SEC. 5. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2779

[REPUBLIC ACT NO. 2593]

AN ACT CREATING CERTAIN BARRIOS IN THE PROVINCE OF PALAWAN

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitios of Panitian, Odiong, Malatgao, Tagpisa, Candis and Napwaran in the Municipality of Quezon, Province of Palawan, are constituted into a distinct and independent barrio of said municipality to be known as the barrio of Panitian.

SEC. 2. The sitio of Calatubog in the Municipality of Puerto Princesa, same province, is converted into a barrio of said municipality to be known as the barrio of Calatubog.

SEC. 3. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2786

[REPUBLIC ACT No. 2594]

AN ACT CHANGING CERTAIN NAMES OF BARRIOS IN THE MUNICIPALITY OF LEMERY, PROVINCE OF ILOILO.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The names of the following barrios in the Municipality of Lemery, Province of Iloilo, are changed as follows:

1. Barrio Tuguis to Barrio Jose Almeñana;
2. Barrio Nabaloto to Barrio Pedro Velasco;
3. Barrio Tuburan to Barrio Inocencio Sepanton;
4. Barrio Alaguiñgay to Barrio Patricio Alcantara; and
5. Barrio Bajo to Barrio San Diego.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2791

[REPUBLIC ACT No. 2595]

AN ACT CREATING THE BARRIO OF PAGSULHOGON IN THE MUNICIPALITY OF BABATNGON, PROVINCE OF LEYTE.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitio of Pagsulhogon in the Municipality of Babatngon, Province of Leyte, is converted into a barrio of said municipality to be known as the barrio of Pagsulhogon.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2809

[REPUBLIC ACT No. 2596]

AN ACT DIVIDING THE BARRIO OF CASIBARAG IN THE MUNICIPALITY OF CABAGAN, PROVINCE OF ISABELA, INTO TWO BARRIOS TO BE KNOWN AS CASIBARAG NORTE AND CASIBARAG SUR.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The barrio of Casibarag in the Municipality of Cabagan, Province of Isabela, is hereby divided into two barrios to be known as Casibarag Norte and Casibarag Sur.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2830

[REPUBLIC ACT NO. 2597]

AN ACT TO CREATE CERTAIN BARRIOS IN THE MUNICIPALITY OF BOLINAO, PROVINCE OF PANGASINAN.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The following sitios are constituted into distinct and separate barrios of the Municipality of Bolinao, Province of Pangasinan:

1. The sitios of Repay Sapa, Ibabasat, Pingol and Tayao into Barrio Victory;
2. The sitios of Matber, Tilna and Bulac-bulac into Barrio Goyoden;
3. The sitios of Dalan Bubon, Pamarbaran, Balungbong, Namlangan, Capas, Mateo and Nalsoc into Barrio Catuday;
4. The sitios of Natulang, Nacaanoran, Macabet Norte, Poro Omic, Nasipit and Dalamas into Barrio San Roque;
5. The sitios of Manlumanat Sur, Ca-butan, Ranom Biala, Nigagalantay, Bayoy and Sabutan into Barrio Samang;
6. The sitios of Catubig Norte, Nanaytayan, Opay, Bongco-an, Mabalanac, Sinora, Ma-bot, Silag, Ibot, Maniorang, Talog-tog Barit, Patag Ranaw and Ilog-Balo into Barrio Tara;
7. The sitios of Pansor, Madacay, Pandam, Lubigan, Maimpis, Pinadulang and Salumague into Barrio Cabuyao;
8. The sitios of Banawang, Codelem, Matapopo, Cagange, Taal and Dalan Cabog into Barrio Estanza;
9. The sitios of Paraguing, Manlumanat Norte, Sumaracasac, Tudo, Maro-mot, Nangadian Obe and Pocalpocal into Barrio Tupa; and
10. The sitios of Bersang, Imbo sa Lomboy, Dalan Salumague, Sapa Silag and Anonang into Barrio Liwa-liwa.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2842

[REPUBLIC ACT NO. 2598]

AN ACT CHANGING THE NAME OF THE BARRIO OF KAGA-OLAS IN THE MUNICIPALITY OF MATANAO, PROVINCE OF DAVAO, TO SWERTE.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The name of the barrio of Kaga-olas in the Municipality of Matanao, Province of Davao, is changed to Swerte.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2857

[REPUBLIC ACT NO. 2599]

AN ACT CHANGING THE NAMES OF CERTAIN BARRIOS IN THE MUNICIPALITY OF GOA, PROVINCE OF CAMARINES SUR.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The names of the barrios of Balaynan and Aroro in the Municipality of Goa, Province of Camarines Sur, are changed to San Rafael and San Pedro, respectively.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2939

[REPUBLIC ACT NO. 2600]

AN ACT CREATING CERTAIN BARRIOS IN THE MUNICIPALITIES OF MALITBOG AND SOGOD, PROVINCE OF LEYTE.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The following sitios and streets in the Municipality of Malitbog, Province of Leyte, are hereby constituted into barrios:

a. Sitios Cabongbongan and Cantamoac into a barrio to be known as Barrio Cantamoac;

b. Sitios Lambunao and Guinabunan into a barrio to be known as Barrio Lambunao;

c. Sitios Caraatan and Manislag into a barrio to be known as Barrio Caraatan;

d. Sitios Colicot and Pacil into a barrio to be known as Barrio Pacil;

e. Rizal Avenue, F. Escaño Street and San Antonio Street into a barrio to be known as Barrio San Antonio;

f. Quezon Avenue and Cabul-anonan into a barrio to be known as Barrio Cabul-anonan;

g. Sitios Sabang, Abgao and Gutos into a barrio to be known as Barrio Abgao;

h. Sitios Sangahon, Maningning, Camonohan and Bagacay into a barrio to be known as Barrio Sangahon;

i. Sitios Aliali, Bunga, Hinatigan and part of sitio Jubas into a barrio to be known as Barrio Aliali;

j. Sitios Tigbawan South, Pericohon and Cansigna into a barrio to be known as Barrio Tigbawan Sur;

k. Sitio Tigbawan Norte and part of Sitio Jubas into a barrio to be known as Barrio Tigbawan Norte;

l. Sitios Timba and Iba into a barrio to be known as Barrio Iba;

m. Sitios Maujo and Juangon into a barrio to be known as Barrio Maujo;

n. Sitios Hugpa, Panaytayon, Hinagtikan, Hahangin, Hagwason, Pong-on and Bod into a barrio to be known as Barrio Rizal;

o. Sitio Cabascan into a barrio to be known as Barrio Cabascan;

p. Sitios Panas, Tinago and Higosoan into a barrio to be known as Barrio Cambite;

q. Sitios Cordeling, Lowan, Biasong and Maanyag into a barrio to be known as Barrio Maanyag;

r. Sitios Carnaga, Pong-on, Maugob and Bacuel into a barrio to be known as Barrio Carnaga;

s. Sitios Buenavista, Mapgap, Tewis and Anahawan into a barrio to be known as Barrio Anahawan;

t. Sitios Camorosan, Kapartidosan and Cawayan into a barrio to be known as Barrio Cawayan; and

u. Sitios Maslog, Taginoling and Calayogan into a barrio to be known as Barrio Maslog.

SEC. 2. The sitio of Punong in the Municipality of Sogod, Province of Leyte, is hereby converted into a barrio to be known as Barrio La Purissima Concepcion.

SEC. 3. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2965

[REPUBLIC ACT No. 2601]

AN ACT CREATING BARRIOS IN CERTAIN MUNICIPALITIES OF THE PROVINCE OF RIZAL

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitios of Caniogan, Calero and Lunang in the Municipality of Morong, Province of Rizal, are constituted into a distinct and independent barrio of said municipality to be known as the barrio of Caniogan.

SEC. 2. The sitios of Barangka, Parang and Nangka in the Municipality of Marikina, same province, are converted into barrios of the said municipality to be known as the barrios of Barangka, Parang and Nangka, respectively.

SEC. 3. The sitio of Manggahan in the Municipality of Pasig, same province, is converted into a barrio of said municipality to be known as the barrio of Manggahan.

SEC. 4. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2989

[REPUBLIC ACT No. 2602]

AN ACT PROVIDING THAT THE AGUISAN BRIDGE RECENTLY CONSTRUCTED IN THE BOUNDARY OF THE MUNICIPALITIES OF HIMAMAYLAN AND BINALBAGAN, PROVINCE OF OCCIDENTAL NEGROS, SHALL HEREAFTER BE KNOWN AS THE MAGSAYSAY BRIDGE.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The Aguisan bridge recently constructed in the boundary of the municipalities of Himamaylan and Binalbagan, Province of Occidental Negros, shall hereafter be known as the Magsaysay Bridge.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2993

[REPUBLIC ACT No. 2603]

AN ACT CREATING THE BARRIO OF DAPDAP IN THE MUNICIPALITY OF SAN REMIGIO, PROVINCE OF CEBU.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitio of Dapdap in the Municipality of San Remigio, Province of Cebu, is converted into a barrio of the said municipality to be known as the barrio of Dapdap.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2994

[REPUBLIC ACT No. 2604]

AN ACT CHANGING THE NAMES OF A BARRIO AND OF SITIOS IN THE MUNICIPALITY OF POLANCO, PROVINCE OF ZAMBOANGA DEL NORTE.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The name of the barrio of Loboc in the Municipality of Polanco, Province of Zamboanga del Norte, is changed to San Miguel, and the names of the sitios of Lantoy and Biga-an in the same municipality are changed to Sto. Niño and Mabuhay, respectively.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 2996

[REPUBLIC ACT No. 2605]

AN ACT CONVERTING THE SITIO OF OBAY IN THE MUNICIPALITY OF POLANCO, PROVINCE OF ZAMBOANGA DEL NORTE, INTO A BARRIO TO BE KNOWN AS BARRIO OBAY.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The sitio of Obay in the Municipality of Polanco, Province of Zamboanga del Norte, is converted into a barrio to be known as Barrio Obay.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 3021

[REPUBLIC ACT No. 2606]

AN ACT CHANGING THE NAME OF THE BARRIO OF UTOD IN THE MUNICIPALITY OF BAYBAY, PROVINCE OF LEYTE, TO GUADALUPE.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The name of the barrio of Utod in the Municipality of Baybay, Province of Leyte, is changed to Guadalupe.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 3139

[REPUBLIC ACT No. 2607]

AN ACT CHANGING THE NAME OF THE BARRIO OF PADILDIL IN THE MUNICIPALITY OF SAN QUINTIN, PROVINCE OF ABRA, TO VILLA MERCEDES.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The name of the barrio of Padildil in the Municipality of San Quintin, Province of Abra, is changed to Villa Mercedes.

SEC. 2. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

H. No. 344

[REPUBLIC ACT No. 2608]

AN ACT TO FURTHER AMEND SECTION TEN OF REPUBLIC ACT NUMBERED THREE HUNDRED FORTY, AS AMENDED.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. Section ten of Republic Act Numbered Three hundred forty, as amended by Republic Act Numbered Nineteen hundred three, is further amended to read as follows:

"SEC. 10. An enlisted man or officer below the rank of colonel who is entitled to the benefits of this Act shall be retired or separated from the service one rank higher than the permanent rank he holds at the time of retirement or separation. Colonels and brigadier generals shall be retired or separated from the service in the rank they hold at the time of their retirement without any promotion in rank. But the gratuity, retirement or separation pay due them or their beneficiaries under this Act shall be computed on the basis of the base and longevity pay of the rank next higher than the permanent rank they held or hold at the time of their retirement. An enlisted man, or an officer below the rank of major general who was retired or separated from the service due to physical or mental disability incurred in line of duty shall receive an annual retirement pay corresponding to the next higher rank from his adjusted or retired rank: *Provided,* That such separation of officer or enlisted man was not a punishment duly meted him as a result of general or special court martial findings: *And, provided further,* That separation from the service was not due to his own misconduct, willful failure, the intemperate use of drugs or alcoholic liquor or vicious or immoral habits. When recalled to active duty, retired officers and enlisted men who were automatically raised one rank by operation of this Act

shall resume their ranks prior to their retirement. The gratuity or retirement pay provided in section two, and the separation pay provided in section eight of Republic Act Numbered Three hundred forty shall be computed upon the basis of such higher rank in which the officer or enlisted man may be retired or separated: *Provided,* That when an officer who holds or has held the permanent rank of colonel or brigadier general, or an enlisted man who holds or has held the rank of first sergeant, sergeant major or master sergeant, is retired or has been retired in that rank the gratuity, retirement pay or separation pay due him or his beneficiaries under this Act, shall be computed on the basis of the base and longevity pay of the next higher rank. For purposes of this Act, the rank next higher than first sergeants, sergeant majors and master sergeants shall be second lieutenant."

SEC. 2. The sum of two hundred thousand pesos and any sum appropriated by law for the retirement of members of the Armed Forces of the Philippines shall be and are hereby appropriated and made available for carrying out the provisions of this Act.

SEC. 3. This Act shall take effect upon its approval.

Enacted without Executive approval, June 21, 1959.

DEPARTMENT AND BUREAU ADMINISTRATIVE ORDERS AND REGULATIONS

Executive Office

PROVINCIAL CIRCULAR
(Unnumbered)

November 5, 1959

CELEBRATION OF FAMILY WEEK, DECEMBER 6 TO 12, 1959

To all Provincial Governors and City Mayors:

The National Committee constituted by the President under Administrative Order No. 312, current series, for the celebration of the Family Weeks has agreed in a meeting on October 27, 1959 to designate all provincial governors and city mayors as provincial and city chairman ex-officio, respectively, of the celebration of the Family Week, and to request your cooperation in the celebration of the week from December 6 to 12, 1959.

Division Superintendents of Schools have been named as provincial chairmen for this celebration.

For the effective and meaningful celebration of the Family Week this year, as envisioned in Executive Order No. 312, provincial governors and city mayors, as provincial and city chairmen ex-officio of the Family Week celebration this year, are hereby urged to lend their whole-hearted cooperation to the end that said celebration may be fitting and effective as a recognition of the significance and importance of the Family as the pillar of the structure of our democratic way of life.

ENRIQUE C. QUEMA
Assistant Executive Secretary

SOCIAL SECURITY SYSTEM

AMENDMENT TO RULE I, NO. 3(*c*) AND RULE V, NO. 1(*a*) AND (*b*) OF THE RULES AND REGULATIONS OF THE SOCIAL SECURITY SYSTEM

1st Indorsement
Manila, October 15, 1959

Respecfully returned to the Chairman, Social Security Commission, Manila, hereby approving, pursuant to Section 4(*a*) of Republic Act No. 1161, as amended, the amendment of Rule I, No. 3(*c*), and Rule V, No. 1(*a*) and (*b*), of the System's Rules and Regulations as indicated in the basic communication.

By authority of the President:

ENRIQUE C. QUEMA
Assistant Executive Secretary

August 18, 1959

His Excellency
The President of the Philippines
Thru: The Honorable
The Executive Secretary
Malacañang, Manila

Sir:

We have the honor to submit for your consideration and approval, pursuant to Section 4(*a*) of Republic Act No. 1161, as amended, otherwise known as the "Social Security Act of 1954," the recommendation of the Social Security Commission, unanimously adopted under Resolution No. 877, dated August 13, 1959, that Rule I No. 3(*c*) and Rule V No. 1(*a*) and (*b*) of the System's Rules and Regulations be amended so as to read as follows:

I. DETERMINATION OF COMPULSORY COVERAGE

"(*c*) An employee who works for only a part of each calendar year shall be treated as a seasonal employee and shall be subject to the provisions of Rule V hereof."

V. COVERAGE OF SEASONAL EMPLOYEES

"1. *Conditions for membership*

The seasonal employee shall be subject subject to compulsory membership if he has been in the service of an employer for at least six months whether continuously or intermittently."

x x x x x x x

Respectfully,

SOCIAL SECURITY COMMISSION
By

GONZALO W. GONZALEZ
Chairman

Department of Public Works, Communications, and Transportations

CIVIL AERONAUTICS ADMINISTRATION

ADMINISTRATIVE ORDER No. 7
Series of 1959

Administrative Order No. 29, Series of 1954, known as Civil Air Regulations Part 10–B, governing Procedures for Aeronautical Telecommunications for Air Navigation, as amended by Administrative Order No. 58, Series of 1956, is hereby further amended as follows:

Replace: Pages 1 to 75 with pages 1 to 87 which are attached hereto.

Renumber: Pages 76 to 84 with 88 to 96 consecutively.

Amend: QUV to QDM on subparagraph (3) of paragraph 6.2, page 88
QUX to QDM on subparagraph (4) of paragraph 6.2, page 88
QUX to QDM on subparagraph (3) of paragraph 6.2.2.1, page 89

Add: The following note after paragraph 6.2.14, page 91.

"Note: Certain MF and HF direction finding stations are maintained for emergency and distress use only. The use of these stations, the hours of service, the call sign, location and frequencies of communication stations, and certain exceptions to the above procedure are shown in the pertinent publications.

The current editions of the following ICAO Publications are reference and guiding materials of CAR Part 10–B:

Doc. 6938–COM/534. Abbreviations of Aeronautical Authorities, Services and Aircraft Operating Agencies

Doc. 7948–AN/869. Radiotelephony Training and Reference Manual

Doc. 7946–AN/868. Manual of Teletypewriter Operating Practices

Doc. 7910. Location Indicators

This Administrative Order shall take effect upon approval.

URBANO B. CALDOZA
Administrator

Approved:

M. D. BAUTISTA
For FLORENCIO MORENO
Secretary of Public Works and Communications

DECISIONS OF THE SUPREME COURT

[No. L-10215. April 30, 1958]

ANDRES E. VARELA, plaintiff and appellant, *vs.* CRISTINA MARAJAS, ET AL., defendants and appellees

ACTIONS; PRESCRIPTION; COMPUTED FROM ACCRUAL OF CAUSE OF ACTION.—Where, as in this case, the obligation was to pay a sum of money to the appellant upon his appearance, the prescriptive period is to be computed from the date of the accrual of the cause of action, namely, from the moment the appellant presented himself and was not paid, and not from the date of the agreement giving rise to the obligation.

APPEAL from an order of the Court of First Instance of Batangas. Barcelona, *J.*

The facts are stated in the opinion of the Court.

Sótero H. Laurel for plaintiff and appellant.
Vicente Reyes Villavicencio for defendants and appellees.

PARÁS, *C. J.:*

This is an appeal by the plaintiff from an order of the Court of First Instance of Batangas, dismissing the complaint, upon motion of the defendants, on the ground that the cause of action was barred by the statute of limitations.

The complaint who filed on December 6, 1954 and recited that Mariano Rodriguez Varela, appellant's brother, died intestate in Batangas, Batangas, on September 5, 1940 and left an estate worth ₱45,000 which was settled in a written agreement among the heirs dated February 14, 1941 and duly approved by the court on April 7, 1941. Said agreement provided that Carmelo Bautista, also known as Carmelo Varela (father of appellees) was the acknowledged natural child of the deceased Mariano R. Varela; that the appellant, who had long been absent and unheard from, would be given a share equivalent to ₱12,000 which Carmelo Bautista would satisfy in money or property upon the appearance of the appellant. The latter seeks to recover said amount from the appellees who, as successors of Carmelo Bautista, allegedly refused and have still refused to pay the same.

The lower court ruled that more than ten years had elapsed since the accrual of appellant's cause of action on April 7, 1941 when the agreement in question was approved by the court and that, for purposes of prescription, appellant's knowledge or lack of knowledge of his right was immaterial. This was a plain error consequent upon the wrong supposition that the cause of action accrued on April 7, 1941. The agreement provided that the sum of ₱12,000.00 would be paid to the appellant upon his ap-

pearance, and no period was fixed for said purpose. It is not denied that the appellant was unaware of the arrangement until he returned to the Philippines from the United States in November, 1945, when upon his appearance the obligor had failed to comply with his covenant. Hence appellant's right to sue started only from the moment he presented himself and was not paid. It would be absurd to expect the appellant to so present himself without in the first place knowing the existence of the obligation in his favor. The question may be likened to an indebtedness evidenced by a written document, payable within a stated period, where the cause of action would accrue only upon the expiration of the stipulated period in case payment is not made,—certainly not from the date of the agreement. It would make no difference whether appellant's right be based on the agreement of February 14, 1941 or on the order of the court of April 7, 1941, because the result would be the same; namely, that the obligation would be deemed to mature upon the appearance of the appellant. Let it be noted that the order of April 7 did not change the terms of the agreement of February 14.

WHEREFORE, the appealed order is reversed and the case remanded to the court *a quo* for further proceedings. So ordered, with costs against the appellees.

Bengzon, Montemayor, Reyes, A., Bautista Angelo, Labrador, Concepción, Reyes, J. B. L., Endencia, and *Félix, JJ.,* concur.

Order reversed.

[No. L-11311. May 28, 1958]

MARTA C. ORTEGA, plaintiff and appellant, *vs.* DANIEL LEONARDO, defendant and appellee

1. SALE; PAROL CONTRACT OF SALE OF REALTY UNENFORCEABLE; DOCTRINE OF PART PERFORMANCE.—While, as a general rule, an oral agreement to sell a piece of land is not provable, however, where there is partial performance of the sale contract, the principle excluding evidence of parol contracts for the sale of realty will not apply.

2. ID.; CIRCUMSTANCES INDICATING PARTIAL PERFORMANCE.—Some circumstances indicating partial performance of an oral contract of sale of realty are: relinquishment of rights, continued possession, building of improvements, tender of payment, rendition of services, payment of taxes, surveying of the land at the vendee's expense, etc.

APPEAL from an order of the Court of First Instance of Manila. Concepción, *J.*

The facts are stated in the opinion of the Court.

José Ma. Reyes for plaintiff and appellant.
Tomás A. Leonardo for defendant and appellee.

BENGZON, *J.:*

Well known is the general rule in the Statute of Frauds precluding enforcement of oral contracts for the sale of land. Not so well known is the exception concerning partially executed contracts [1]—at least our jurisprudence offers few, if any, apposite illustrations. This appeal exemplifies such exception.

Alleging partial performance, plaintiff sought to compel defendant to comply with their oral contract of sale of a parcel of land. Upon a motion to dismiss, the Manila court of first instance ordered dismissal following the above general rule.

Hence this appeal. It should be sustained if the allegations of the complaint—which the motion to dismiss admitted—set out an instance of partial performance.

Stripped of non-essentials, the complaint averred that long before and until her house had been completely destroyed during the liberation of the City of Manila, plaintiff occupied a parcel of land, designated as Lot I, Block 3 etc. (hereinafter called Lot I) located at San Andres Street, Malate, Manila; that after liberation she re-occupied it; that when the administration and disposition of the said Lot I (together with other lots in the Ana Sarmiento Estate) were assigned by the Government to the Rural Progress Administration [2] plaintiff asserted her right thereto (as occupant) for purposes of purchase; that defendant also asserted a similar right, alleging occupancy of a portion of the land subsequent to plaintiff's;

[1] See Moran, Rules of Court, 1957 Ed. Vol. 3 p. 178.
[2] Evidently in connection with purchase of landed estates for resale to occupants.

that during the investigation of such conflicting interests, defendant asked plaintiff to desist from pressing her claim and definitely promised that if and when he succeeded in getting title to Lot I [3], he would sell to her a portion thereof with an area of 55.60 square meters (particularly described) at the rate of ₱25.00 per square meter, provided she paid for the surveying and subdivision of the Lot, and provided further that after he acquired title, she could continue holding the lot as tenant by paying a monthly rental of ₱10.00 until said portion shall have been segregated and the purchase price fully paid; that plaintiff accepted defendant's offer, and desisted from further claiming Lot I; that defendant finally acquired title thereto; that relying upon their agreement, plaintiff caused the survey and segregation of the portion which defendant had promised to sell, incurring expenses therefor, said portion being now designated as Lot I–B in a duly prepared and approved sub-division plan; that in remodelling her son's house constructed on a lot adjoining Lot I she extended it over said Lot I–B; that after defendant had acquired Lot I plaintiff regularly paid him the monthly rental of ₱10.00; that in July 1954, after the plans of subdivision and segregation of the lot had been approved by the Bureau of Lands, plaintiff tendered to defendant the purchase price which the latter refused to accept, without cause or reason.

The court below explained in its order of dismissal:

"It is admitted by both parties that an oral agreement to sell a piece of land is not enforceable. (Art. 1403, Civil Code, Section 21, Rule 123, Rules of Court). Plaintiff, however, argues that the contract in question, although verbal, was partially performed because plaintiff desisted from claiming the portion of lot I in question due to the promise of defendant to transfer said portion to her after the issuance of title to defendant. The court thinks that even granting that plaintiff really desisted to claim lot I on oral promise to sell made by defendant, the oral promise to sell cannot be enforced. The desistance to claim is not a part of the contract of sale of the land. Only in essential part of the executory contract will, if it has already been performed, make the verbal contract enforceable, payment of price being an essential part of the contract of sale."

If the above means that partial performance of a sale contract occurs *only* when part of the purchase price is paid, it surely constitutes a defective statement of the law. American Jurisprudence in its title "Statute of Frauds" lists other acts of partial performance, such as possession, the making of improvements, rendition of services, payment of taxes, relinquishment of rights, etc.

[3] Of about 234 square meters.

Thus, it is stated that "The continuance in possession by a purchaser who is already in possession may, in a proper case, be sufficiently referable to the parol contract of sale to constitute a part performance thereof. There may be additional acts or peculiar circumstances which sufficiently refer the possession to the contract. * * * Continued possession under an oral contract of sale, by one already in possession as a tenant, has been held a sufficient part performance, where accompanied by other acts which characterize the continued possession and refer it to the contract of purchase. Especially is this true where the circumstances of the case include the making of substantial, permanent, and valuable improvements." (49 American Jurisprudence s–442)

It is also stated that "The making of valuable permanent improvements on the land by the purchaser, in pursuance of the agreement and with the knowledge of the vendor, has been said to be the strongest and most unequivocal act of part performance by which a verbal contract to sell land is taken out of the statute of frauds, and is ordinarily an important element in such part performance. * * * Possession by the purchaser under a parol contract for the purchase of real property, together with his making valuable and permanent improvements on the property which are referable exclusively to the contract, in reliance on the contract, in the honest belief that he has a right to make them, and with the knowledge and consent or acquiescence of the vendor, is deemed a part performance of the contract. The entry into possession and the making of the improvements are held to amount to such an alteration in the purchaser's position as will warrant the court's entering a decree of specific performance." (49 American Jurisprudence p. 755, 756.)

Again, it is stated that "A tender or offer of payment, declined by the vendor, has been said to be equivalent to actual payment, for the purposes of determining whether or not there has been a part performance of the contract. This is apparently true where the tender is by a purchaser who has made improvements. But the doctrine now generally accepted, that not even the payment of the purchase price, without something more, * * * is a sufficient part performance. (49 American Jurisprudence p. 772.)

And the relinquishment of rights or the compromise thereof has likewise been held to constitute part performance. (See same title secs. 473, 474, 475.)

In the light of the above four paragraphs, it would appear that the complaint in this case described several circumstances indicating partial performance: relinquish-

ment of rights [4] continued possession, building of improvements, tender of payment plus the surveying of the lot at plaintiff's expense and the payment of rentals.

We shall not take time to discuss whether one or the other or any two or three of them constituted sufficient performance to take the matter away from the operation of the Statute of Frauds. Enough to hold *that the combination of all of them* amounted to partial performance; and we do so in line with the accepted basis of the doctrine, that it would be a fraud upon the plaintiff if the defendant were permitted to oppose performance of his part after he has allowed or induced the former to perform in reliance upon the agreement. (See 49 American Jurisprudence p. 725.)

The paragraph immediately preceding will serve as our comment on the appellee's quotations from American Jurisprudence itself to the effect that "relinquishment" is not part performance, and that neither "surveying the land" [5] nor tender of payment is sufficient. The precedents hereinabove transcribed oppose or explain away or qualify the appellee's citations. And at the risk of being repetitious we say: granting that *none* of the three circumstances indicated by him, (relinquishment, survey, tender) would *separately* suffice, still the *combination* of the three with the others already mentioned, amounts to more than enough.

Hence, as there was partial performance, the principle excluding parol contracts for the sale of realty, does not apply.

The judgment will accordingly be reversed and the record remanded for further proceedings. With costs against appellee.

Parás, C. J., Montemayor, Reyes, A., Bautista Angelo, Labrador, Concepción, Reyes, J. B. L., Endencia, and *Félix, JJ.*, concur.

Judgment reversed.

[4] An occupant of the landed estate has preference to buy.

[5] Here the survey was *at plaintiff's expense* and *pursuant to their agreement.*

[No. L-10617. 29 August 1958]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.* CRESENCIO VERGEL Y APOLINARIO, accused; MANILA SURETY & FIDELITY COMPANY, INC., as bondsman, defendant and appellant.

BAIL BONDS; REDUCTION OF SURETY'S LIABILITY; DISCRETIONARY UPON COURT.—The reduction of the surety's liability under the bond lies within the discretion of the Court. To exonerate the surety from its liability on the bond, after the terms thereof had been breached by its failure to produce the body of the defendant on the day set by the Court and to give satisfactory explanation for such failure, would encourage sureties to take lightly their undertakings.

APPEAL from a judgment of the Court of First Instance of Rizal (Pasay City). Rilloraza, *J.*

The facts are stated in the opinion of the Court.

Solicitor General Ambrosio Padilla and *Assistant Solicitor General Antonio A. Torres* for the plaintiff and appellee.

Dimayuga, Villaluz & Dimayuga for the bondsman and appellant.

PADILLA, *J.:*

Cresencio Vergel y Apolinario was charged with, found guilty of, and sentenced for, robbery by the Court of First Instance of Rizal (crim. case No. 2529-P). He appealed and the Manila Surety & Fidelity Co., Inc. filed a bond in the sum of ₱8,000 for his provisional release. The judgment of conviction having been affirmed by the Court of Appeals and having become final, the trial court notified the defendant to appear before it and served notice upon the surety to produce in court the body of the defendant on 30 May 1955, at 8:00 o'clock in the morning, for execution of the judgment. On the day set by the Court, the surety filed a motion praying that as the defendant was working as laborer in Surigao, it be granted thirty days from that day within which to produce the body of the defendant. The Court granted the motion and transferred the execution of the judgment to 29 June 1955. On 25 June 1955 the surety filed a second motion for postponement of the execution of the judgment on the ground that the defendant who was either in Davao City or Zamboanga City could not yet be apprehended. The Court again granted the motion and reset the execution of the judgment on 29 July 1955 at 9:00 o'clock in the morning. On 27 July 1955 the surety filed a third motion for postponement on the ground that the defendant could not yet be apprehended. The Court granted the motion only until 6 August 1955 at 8:30

o'clock in the morning. As the defendant failed to appear on the last mentioned date, the Court ordered his arrest, declared the bond forfeited, directed the surety to produce his body within thirty days from notice and to show cause why judgment should not be rendered against it on the bond. On 10 September 1955 the surety prayed for a period of thirty days from that date within which to produce the body of the defendant. The Court denied the prayer. On 16 September 1955 the Court rendered judgment against the surety on its bond. The surety prayed for a period of sixty days from 12 October 1955 within which to produce the body of the defendant. The Court denied the motion. On 8 December 1955 the surety filed a motion praying that as the defendant had already been apprehended and surrendered to the police department of Pasay City on 6 December 1955, the order of forfeiture of the bond be reconsidered and set aside and that it be relieved of its liability on the bond. On 16 December 1955 a similar motion was filed by Miguel R. Cornejo as guarantor. On 16 January 1956 the Court entered an order reconsidering its previous judgment and relieving the surety of 50% of its liability.

The surety has appealed contending that it should be relieved completely of liability on its undertaking since the defendant had already been surrendered to the police authorities.

The record shows that the Court was very lenient to the surety by granting thrice its motions for extension of time within which to produce the body of the defendant and for postponement of execution of the judgment. And when the Court finally declared the bond forfeited and ordered the surety to produce the body of the defendant within thirty days from notice and to show cause why judgment should not be rendered against it on the bond, the surety failed to comply with the order of the Court and to give a satisfactory explanation for its failure to produce the body of the defendant within the time granted by the Court. For that reason it rendered judgment against it on the full amount of the bond. However, when the defendant was finally apprehended and surrendered to the police authorities after more than six months from the first time (30 May 1955) that the judgment was set for execution, the Court reduced its liability to 50% of the amount of the bond. Such reduction lies within the discretion of the Court.[1] To exonerate the surety from its liability on the bond, after the terms thereof had been breached by its failure to produce the body of the defendant on the day set by the Court and to give satis-

[1] People *vs.* Alamada, G. R. No. L-2155, 23 May 1951.

factory explanation for such failure, would encourage sureties to take lightly their undertakings. [2]

The judgment appealed from is affirmed, with costs against the appellant.

Parás, C. J., Bengzon, Montemayor, Reyes, A., Bautista Angelo, Concepción, Reyes, J. B. L., Endencia, and *Félix, JJ.,* concur.

Judgment affirmed.

[2] Republic *vs.* Court of Appeals, G. R. No. L-9928, 31 January 1958.

[No. L-11489. December 23, 1957]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.* UY JUI PIO, defendant and appellant

"ALIASES;" USE OF ALIAS WITHOUT JUDICIAL AUTHORIZATION; NAMES COVERED BY PROHIBITION.—The prohibition to use an alias without judicial authorization as provided in Section 2 of Commonwealth Act No. 142, refers to a name whose use is not already authorized by Section 1 of said Act, for, otherwise, the two sections would conflict with each other in that one forbids what the other allows.

APPEAL from a judgment of the Court of First Instance of Manila. Bayona, *J.*

The facts are stated in the opinion of the Court.

Solicitor General Ambrosio Padilla, Assistant Solicitor General Esmeraldo Umali and *Solicitor Sumilang V. Bernardo* for the plaintiff and appellee.

Constantino P. Tadena for defendant and appellant.

REYES, A., *J.:*

This is an appeal from a judgment of the Court of First Instance of Manila. The appeal has been certified to us by the Court of Appeals as raising only a question of law.

It appears that the appellant Uy Jui Pio was charged in the municipal court of Manila with a violation of Commonwealth Act No. 142 for using publicly a name different from the one with which he was christened or by which he had been known since childhood. Convicted in that court, he appealed to the Court of First Instance, where the case was submitted for decision solely upon the admissions made by him at the hearing. Those admissions were to the effect that he had been known since childhood "by the name of Uy Jui Pio *alias* Juanito Uy"; that he was also known in school "as Uy Jui Pio *alias* Juanito Uy"; that the records of the Bureau of Immigration from the year 1946 "would also bear (out) the same name of Uy Jui Pio *alias* Juanito Uy"; that "since 1936 until the passage of Commonwealth Act 142", he had been using that name; and that in his marriage contract he signed the name "Juanito Uy" to conform to the name already typewritten thereon by someone else.

On the basis of the above admission, the trial court found defendant to have violated section 2 of Commonwealth Act No. 142 by adopting the name "Juanito Uy" when he was already named in his own country as 'Uy Jui Pio'."

The conviction cannot stand.

Section 1 of Commonwealth Act No. 142 reads:

"SECTION 1. Except as a pseudonym for literary purposes, no person shall use any name different from the one with which he was christened or by which he has been known since his childhood;

or such substitute name as may have been authorized by a competent court. The name shall comprise the patronymic name and one or two surnames."

In forbidding the use of a name different from that by which one has been known since childhood, this section, by necessary implication, allows the use of the latter. Defendant, therefore, had the right to use the name "Juanito Uy" because he has since childhood been known by that name.

It is contended, however, that the name "Juanito Uy" is an *alias* and defendant is not authorized to use it without judicial authorization in view of section 2 of this Act which reads:

"SEC. 2. Any person desiring to use an alias or aliases shall apply for authority therefor in proceedings like those legally provided to obtain judicial authority for a change of name. Separate proceedings shall be had for each alias, and each new petition shall set forth the original name and the *alias* or *aliases* for the use of which judicial authority has been obtained, specifying the proceedings and the date on which such authority was granted. Judicial authorities for the use of aliases shall be recorded in the proper civil register."

The contention is without merit. Section 2 necessarily refers to a name whose use is not already authorized by section 1 for, otherwise, the two sections would conflict with each other in that one forbids what the other allows. A statute should be so construed as to prevent a conflict between different parts of it (Black on Interpretation of Laws, 2nd ed., pp. 345–347). Moreover, as Commonwealth Act No. 142 is a penal statute, it should be construed strictly against the State and in favor of the accused (*Ibid.*, p. 451).

IN VIEW OF THE FOREGOING, the judgment appealed from is reversed and the appellant acquitted with costs de oficio.

Parás, C. J., Bengzon, Padilla, Montemayor, Bautista Angelo, Labrador, Concepción, Reyes, J. B. L., Endencia, and *Félix, JJ.,* concur.

Judgment reversed.

DECISIONS OF THE COURT OF APPEALS

[No. 22553–R April 14, 1959]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.* MARIA NORMA HERNANDEZ, MARIANO HERNANDEZ and RAMONA MARTINEZ, defendants; MARIA NORMA HERNANDEZ, defendant and appellant.

CRIMINAL LAW; SLANDER BY DEED; ONE WHO BACKS OUT FROM AN AGREEMENT TO MARRY CANNOT BE HELD LIABLE FOR SLANDER BY DEED.—A party to an agreement to marry who backs out cannot be held liable for the crime of slander by deed, for then that would be an inherent way of compelling said party to go into a marriage without his or her free consent, and this would contravene the principle in law that what could not be done directly could not be done indirectly; and said party has the right to avoid to himself or herself the evil of going through a loveless marriage pursuant to Article 11, paragraph 4 of the Revised Penal Code.

APPEAL from a judgment of the Court of First Instance of Batangas. Vasquez, *J.*

The facts are stated in the opinion of the Court.

Zosima C. Hernandez, for defendant and appellant.

Assistant Solicitor General Esmeraldo Umali and *Attorney Enrique M. Reyes,* for plaintiff and appellee.

GUTIERREZ DAVID, *Pres. J.:*

Together with the herein appellant Maria Norma Hernandez, her father Mariano Hernandez and mother Ramona Martinez were charged with serious slander by deed. The Court of First Instance of Batangas after due trial acquitted Mariano Hernandez and Ramona Martinez but convicted the herein appellant and sentenced her to pay a fine of ₱300, to indemnify the offended party in the sum of ₱200 with subsidiary imprisonment in case of insolvency and to pay the costs.

The evidence for the prosecution tends to show the following facts:

The complainant, Vivencio Lascano, a lad of 19 years of age started courting appellant Maria Norma Hernandez sometime in August, 1954. After months of courtship appellant finally accepted Vivencio on January 6, 1955. On that date they talked about their marriage appellant telling Vivencio to bring his parents to her home so that they could talk about their marriage. On January 6, 1955 Vivencio told his parents about appellant's request. Subsequently, or on February 6, 1955 complainant's parents together with his twelve aunts, bringing along about 30 chickens and three goats, went to appellant's house to ask

for her hand in marriage. The parents of both parties agreed to the marriage of appellant to Vivencio. They set March 19, 1955 as the date of the wedding to be held at the Roman Catholic church of Taal, Batangas. They likewise agreed that Vivencio's parents would buy a wedding dress, two *vestidos*, a pair of shoes for the bride, to advance ₱20 for fetching the sponsors in the wedding and to repair the roof of one Feliciano Martinez' house, an uncle of the appellant.

On February 21, 1955, as the date of the wedding was approaching, the appellant and Vivencio, together with their parents, went to the municipal treasurer of Taal, Batangas to file their application for marriage (Exhibits B and C) and the consent of their parents to said marriage (Exhibits D and E). On March 5, 1955 the corresponding marriage license, (Exh. F) was issued. After the issuance of the marriage license, Vivencio and his parents together with the appellant and the parents of the latter went to the parish priest of Taal, Batangas to arrange the proclamation of the coming marriage of the two. Later on they went to the house of one Isidora Lascano to order appellant's wedding gown which was brought to appellant's house on March 16, 1955. Inasmuch as there was no one there, and the house was closed, the gown was just left in the balcony. On the same date, Vivencio's father, in the presence of appellant's parents, gave ₱20 to the appellant's father as agreed upon. On the same date and on March 17 and 18 the parents of Vivencio cleaned the yard of appellant's house and did other household chores in the traditional barrio wedding practice. On March 18 they constructed a temporary shed where the wedding feast was to be held wherein they put up a temporary stove. They slaughtered goats, pigs and chickens and they served around 90 guests. On the morning of March 19, they served around 70 guests because Vivencio's parents invited the appellant's friends and relatives. While said party or celebration was going on, appellant could be found nowhere. Vivencio and his parents still waited for her until twelve midnight of March 19 but appellant never showed up thus causing them great shame and humiliation.

Appellant, testifying in her own behalf, averred that Vivencio was really courting her but she was not in love with him. Her parents, however, tried to persuade her to accept Vivencio's proposal of marriage. They even sought the help of her uncle, Agapito Mortel, to persuade her. Being obedient to her parents and her uncle Agapito, who was insistent, she was finally prevailed upon to accept Vivencio's love, although she felt no love for the latter. Vivencio's parents went to ask for her hand in marriage, bringing chickens along with them. Before they came, ap-

pellant already counseled them not to bring those chickens but they insisted such that appellant had to tell them that they and Vivencio should not regret what should happen later. As the date of the marriage was approaching, she felt a sense of torture because she was not honestly in love with Vivencio. She then decided to leave her home as a last recourse in order to prevent the marriage believing that if anyone will be humiliated by the failure of the marriage, it would be she being a girl and not Vivencio. So on March 11, 1955, she alone and without telling her parents what her plans were, left for Mindoro and stayed with her cousin at Calapan where she remained until April of 1955 when she was fetched by her cousin to be brought to Taal, Batangas because she was under arrest on account of this present case. Appellant denied having received a wedding gown, stating that what Vivencio once brought to her was an ordinary dress ("bestida") and that was before she accepted his love.

The appellant's parents corroborated the latter's version stating that Vivencio was courting their daughter and that they wanted Vivencio to marry her but inasmuch as appellant was cool to Vivencio they persuaded her to accept his proposition and even sought the help of Maria's uncle, Agapito Mortel, until finally appellant acceded; that on March 11, 1955 they found out that the appellant was not in their house so they started looking for her and on the following day they were informed that she was in Calapan, Mindoro. Appellant's father feeling very much embarrassed and thinking that he might kill her daughter upon seeing her, did not go to Calapan to fetch her. They denied that Vivencio's parents went to their house on March 17 and 18 to prepare food for the coming marriage and that a temporary shed was constructed for the wedding feast and averred that there was no wedding gown brought to their house.

The trial court finding that appellant purposely and deliberately absconded in order to prevent the celebration of her marriage with the offended party after subsequent preparations had been made by the latter in connection with the marriage; and that the steps taken by her in order to prevent the celebration of the marriage constitute the crime of serious slander by deed, convicted her for said crime. Appellant now assails such findings and judgment as erroneous and seeks acquittal.

On its part, the appellee recommends reversal of the appealed judgment and acquittal of appellant on the ground that appellant's act in going to Mindoro with the deliberate purpose of preventing the celebration of the marriage with complainant because she does not love the latter does not constitute the crime of slander by deed.

Among the reasons adduced by the Solicitor General are: that malice, one of the essential requisites of slander, has not been proven; that in the act done by appellant there was no malice because in changing her mind, assuming that she was in love with complainant previous to the incident, she was merely exercising her right not to give her consent to the marriage after mature consideration, such consent being her prerogative as one of the contracting parties; that she can freely refuse such consent during the actual marriage even if there was previous valid agreement to marry; that there were no strained relations existing between the complainant and the appellant and her parents before the incident, on the contrary, there always existed good relations between them being neighbors so that it cannot be sustained that appellant was motivated by spite or ill-will in deliberately frustrating the marriage, and there was, therefore, no malice on her part; that since no marriage shall be solemnized unless the consent of the parties is freely given, to penalize appellant for not continuing with the proposed marriage would make the State practically instrumental in compelling an unwilling party to enter into a marriage, "an institution in the maintenance of which in its purity the public is deeply interested * * *" ; that since the appellant unquestionably has the privilege to change or reconsider her previous commitment to marry the complainant it would be rank inconsistency to convict her for the crime of serious slander by deed, simply because she desisted in continuing with the marriage; that if a party to an agreement to marry who backs out should be held liable for the crime of slander by deed, then that would be an inherent way of compelling said party to go into a marriage without his or her free consent, and this would contravene the principle in law that what could not be done directly could not be done indirectly; and that appellant had the right to avoid to herself the evil of going through a loveless marriage pursuant to Article 11, paragraph 4 of the Revised Penal Code.

With the foregoing reasonings of the appellee we are in full accord; so, as prayed for by both parties, the appealed judgment is hereby reversed and the appellant acquitted with costs *de officio*.

Hernández and *Amparo, JJ.*, concur.

Judgment reversed.

[No. 23930-R. April 18, 1959]

PEDRO PAAT, petitioner, *vs.* The Honorable LOURDES P. SAN DIEGO, Judge of First Instance of Pangasinan, ISABEL ERFE, and the spouses JOSE ERFE and REMEDIOS QUESADA, respondents.

1. JUDGMENTS; CONDITIONAL JUDGMENT, FINALITY.—Conditional judgments, according to the trend of recent decisions, may validly be rendered "when there is an equitable phase of the action, or where equitable relief is awarded, or when it is necessary to protect the interests of the defendant." 49 C. J. S. 191. Conditional judgments, however, or those containing awards dependent upon the happening of a future event, do not become final until the future event therein contemplated happens.

2. ID.; FINAL AND EXECUTORY JUDGMENT; ISSUANCE OF WRIT OF EXECUTION MINISTERIAL.—After a judgment has become final and executory, the prevailing party is entitled, as of right, to its execution. Forte *vs.* Llorente, 25 Phil., 554; Lim *vs.* Songgram, 37 Phil., 734. At that stage of the proceedings, the court has no power to correct or amend the judgment. Evero *vs.* Calizares, 79 Phil., 152. It then becomes its ministerial duty to issue the corresponding writ of execution. Buenaventura *vs.* Garcia, 78 Phil., 759.

ORIGINAL ACTION in the Court of Appeals. Certiorari.

The facts are stated in the opinion of the Court.

K. V. Faylona, for petitioner.

Tanopo, Bernal & Associates, for respondents.

NATIVIDAD, *J.:*

This is an action for certiorari to the Court of First Instance of Pangasinan for the review of a certain order issued in Civil Case No. D-247 of that court, directing that a writ for the execution of the judgment therein entered issue.

It appears that in Civil Case No. D-247, Court of First Instance of Pangasinan, Isabel Erfe, et al. *vs.* Pedro Paat, for damages, petitioner herein was the defendant, and the respondents, other than the respondent Judge, were the plaintiffs. After the issues were joined, the parties submitted the case for decision upon an agreement, which, in words and figures, reads as follows:

"Come now the parties in the above-entitled case assisted by their respective counsels, and to this Honorable Court, respectfully submit the following agreement:

1. That the defendant hereby pays unto the plaintiff the sum of ₱2,000.00 on this date, receipt of which is hereby acknowledged by the plaintiffs.

2. That the blood group test previously agreed upon shall be taken on November 5, 1956, or at such time as the N.B.I. shall fix with the consent of both parties and at the expense of the defendant.

3. That the parties shall be under an absolute obligation to submit to the blood group test, and may be compelled to do by court process in this proceedings.

4. That the conclusion of the N.B.I. as a result of the blood group test shall be conclusive between the parties.

5. That in the event the N.B.I. shall opine that the defendant is the father of. the child, the defendant binds himself in addition:

(*a*) To pay with the plaintiff another sum of ₱2,000.00 as follows:

(1) ₱1,000.00 before December 15, 1956, and

(2) ₱1,000.00 February 28, 1957.

(*b*) That the child shall be in the custody of the plaintiff, Isabel Erfe.

(*c*) That this agreement shall constitute conclusive recognition by the defendant that the child is his for all purposes.

(*d*) That he shall give to the child by way of support the sum of ₱50.00 and monthly until he reaches the age of majority, *Provided, however,* that the said sum of ₱50.00 may be subject to modification depending upon the needs of the child for maintenance and education and the capacity of the defendant..

(*e*) That all the extraordinary medical expenses of the child during his minority shall be reimbursed by the defendant upon demand by Isabel Erfe.

6. That in case the findings of the N.B.I. shall be negative as paternity between the defendant and the child of Isabel Erfe, both parties unconditionally and absolutely waive any further claim against each other.

7. That in the event of his default or noncompliance with any obligation herein assumed by him, he shall be liable to the plaintiff Isabel Erfe in the penal sum of ₱5,000.00, in addition to the fulfillment of the obligation herein and in like manner violations of any of the provisions of this contract shall render plaintiffs liable to the defendant in the same penal sum of ₱5,000.00

8. That both parties hereby absolutely waive all existing causes of action, judicial or otherwise, specifically the action for court martial proceedings.

WHEREFORE, it is respectfully prayed that judgment issue in accordance with this agreement, without pronouncement as to costs.

It is further prayed that a separate order issue requesting the National Bureau of Investigation to conduct the necessary tests pursuant to this agreement.

The parties pray for such other relief or order as may warrant in the premises."

Based on this agreement, the trial court, on October 16, 1956, rendered judgment, the dispositive part of which reads:

"Finding the agreement to be in accordance with law and equity, the same is hereby approved, and the parties are enjoined to comply strictly with the terms and conditions set forth therein, without pronouncement as to costs.

Let a copy of this order be furnished the office of the National Bureau of Investigation for compliance of the prayer therein.

IT IS SO ORDERED."

In accordance with the terms of the above-quoted agreement, on November 5, 1956, the parties therein referred

to submitted themselves to the blood test therein provided for. On November 8, 1956, the National Bureau of Investigation submitted to the Court Chemistry Report No. C–56–319, which reads:

"CHEMISTRY REPORT No. C–56–319

Specimen: Blood samples taken from the following persons:

(1) Capt. Pedro Paat (Alleged father), 38 years old, residence of Isarog St., Quezon City.

(2) Isabel Erfe (mother), 21 years old, residence at Arellano St., Dagupan City.

(3) Cesar Erfe (child), 1 year old, living with the mother.

Date and time submitted: 5 November 1956 at 10:00 a.m.

Allege case: Re-Court Order, Civil Case No. D–247, CFI of Pangasinan, Third Judicial District.

Requesting Officer: the Honorable, Judge Emanuel M. Muñoz, CFI of Pangasinan, Third Judicial District.

Purpose of the laboratory examination: To determine the possible relationship between Capt. Pedro Paat, Isabel Erfe and the child.

Finding: Name	Blood Group	Blood Type
1. Pedro Paat (alleged father)	"B'	"M'
2. Isabel Erfe (mother)	"O'	"M'
3. Cesar Erfe (son)	"O'	"M'

* * *

"Remarks: Cesar Erfe is a possible son of Capt. Pedro Paat with Isabel Erfe.

Date reported: 6 November, 1956.

Respectfully submitted:
JOSE K. OBANDO
Chemist

Approved:

LORENZO A. SUNICO
Chief, Forensic Chemistry Division

Noted: F
JKO/AGB
Director"

The defendant in that case having failed to take any action on that report in the meantime, on March 8, 1957, the plaintiffs filed a motion asking that a writ issue for the execution of the judgment therein entered. The defendant opposed this motion, alleging that the judgment was not yet final for the report of the National Bureau of Investigation was not conclusive. This motion was duly set for hearing, and the defendant having failed to appear at the date set for the purpose, the trial court, presided over by the respondent Judge, issued on September 3, 1958, an order directing that a writ for the execution of the judgment in that case issue. This is the order now complained of.

Petitioner contends that the order of September 3, 1958, above referred to "was issued in excess or lack of jurisdiction". For, it is alleged, the judgment entered in

that case was not yet final, as the trial court had not yet passed upon the conclusiveness of the finding of the National Bureau of Investigation embodied in its report.

We do not share counsel's view. While the judgment entered in the case in question seems to depart somewhat from the cardinal rule that a judgment must be clear and complete and should not leave open any judicial question to be determined by others, 49 C.J.S. 182; Lampitoc *vs.* Doren, CA–G.R. No. 6007–R, November 26, 1952, nevertheless the same is not wholly void. Conditional judgments, according to the trend of recent decisions, may validly be rendered "when there is an equitable phase of the action, or where equitable relief is awarded, or when it is necessary to protect the interests of the defendant." 49 C.J.S. 191. The judgment in question clearly falls under the exception, for it not only awards an equitable relief, but also grants a remedy deemed necessary by the defendant to protect his interests.

Conditional judgments, however, or those containing awards dependent upon the happening of a future event, do not become final until the future event therein contemplated happens. Hence, the judgment in question, although it is one based upon an agreement of the parties which ordinarily is not appealable and becomes final and executory immediately, Manila Railroad Co. *vs.* Arzadon, 20 Phil., 452; De los Reyes *vs.* Ugarte, 42 O. G. 489; Enriquez, *vs.* Padilla and Felix, 43 O. G. 3046; Intestate Estate of Alejo S. Ong *vs.* Ong Palma, CA–G.R. No. 9554–R, August 20, 1954, did not become final until November 8, 1956, when the National Bureau of Investigation submitted the report therein called for. And as since that date down to September 3, 1958, neither the defendant nor the plaintiffs have questioned the findings contained in that report, the judgment in question was already executory when the order complained of was issued. The fact that the finding contained in that part is not positive and specific is of no moment. It must be assumed that the parties knew when they entered into, and submitted the case for decision on, the above-quoted agreement that the N. B. I. experts could not give positive assurance that the petitioner is the father of the child Cesar Erfe. They cannot pretend ignorance of the well-known fact that science has not so far advanced as to unravel this secret. The experts can only opine that a certain man is probable father of a certain child.

Under the circumstances, the petitioner cannot evade the effects of his agreement upon a mere technicality. It cannot be claimed that the report of the National Bureau

of Investigation in question needed approval of the Court in order to be binding on the parties. Such condition is not found in the agreement.

"A judgment upon agreement of the parties is more than a mere contract binding upon them. Having the sanction of the court, and entered as its determination of the controversy, it has all the force and effect of any other judgment, it being conclusive upon the parties and their privies. If any of the parties has any complaint against the contract, his only remedy is an application to open the judgment upon the ground of fraud or mistake. Neither can the court change the judgment in any of its essential parts without the consent of all the parties, for, then the judgment would cease to be one agreed upon by the parties." (1 Moran, Comments on the Rules of Court, 1952 Ed., p. 715).

The legality, therefore, of the order complained of in these proceedings cannot be questioned. Neither can it be claimed that it was issued without jurisdiction or with grave abuse of discretion. After a judgment has become final and executory, the prevailing party is entitled, as of right, to its execution. Forte *vs.* Llorente, 25 Phil., 554; Lim *vs.* Songram, 37 Phil., 734. At that stage of the proceedings, the court has no power to correct or amend the judgment. Ebero *vs.* Cañizares, 79 Phil., 152. It then becomes its ministerial duty to issue the corresponding writ of execution. Buenaventura *vs.* Garcia, 78 Phil., 759.

WHEREFORE, we hold that the petitioner has failed to make sufficient showing to entitle him to the remedy prayed for. Accordingly, the instant proceeding is hereby dismissed, with the costs taxed against the petitioner.

IT IS SO ORDERED.

Sanchez and *Angeles, JJ.*, concur.

Petition dismissed.

[No. 20946-R. April 22, 1959]

LUCY LOGUE SHOEMAKER, plaintiff and appellee, *vs.* BAGONG-ARAW SANTOS, defendant and appellant

CONTRACTS; LEASE; TERM "ALTERATION" CONSTRUED.—The term "alteration" of a building in a lease contract is limited to changes that do not unreasonably alter the character of the work or unduly increase its cost. (American Jurisprudence, Volume 9, p. 17). Altering does not include demolishing and rebuilding.

APPEAL from a judgment of the Court of First Instance of Rizal. Yatco, *J.*

The facts are stated in the opinion of the Court.

Fidel Manalo, for defendant and appellant.
Avanceña, Escaler & Moran, for plaintiff and appellee.

SANCHEZ, *J.:*

On June 2, 1949, plaintiff leased to defendant a bungalow-type residential house located at No. 57, Tolentino Street, San Francisco del Monte, Quezon City. The term was 5 years from July 1, 1949 renewable for a similar period at defendant's option. The lease contract, Exhibit A, further provides:

"3. That the LESSEE hereby agrees to advance all the expenses for the repair and/or alteration of the building and shall submit to the LESSOR the statement of the total expenses incurred thereon;

4. That the LESSEE agrees to pay a rental of ₱25 a month to be deducted from the total expenses incurred in the repair of the building until the amount of repairs shall have been paid in full and PROVIDED further, that in case the total expenses shall exceed ₱500, the LESSOR agrees to allow the LESSEE six (6) months free rental for every ₱500 spent for repair, fractions thereof to be prorated."

Defendant took possession of the premises, found the same in a dilapidated condition. He demolished the house and constructed a new one. He spent, therefor, a total of ₱1,952.21.[1]

Plaintiff moved to her small house in front of the leased residence.

Defendant vacated the said premises on August 6, 1955. He did not pay any rentals.

Suit was started by plaintiff to recover unpaid rentals and damages. The judgment below—which adopted the report of the commissioner agreed upon by the parties—ordered defendant to pay plaintiff rentals at the rate of ₱25.00 a month from July 1, 1949 to August 6, 1955, together with ₱200 as attorney's fees, and the costs.

Defendant appealed.

[1] This includes ₱49.50 borrowed by plaintiff and which the latter told defendant to include in the expenses. Tr., p. 40, session of January 18, 1956.

1. Could appellant demolish the building upon the terms of the contract, Exhibit A?

Clause 3 of said contract employed the term "repair and/or alteration of the building". American Jurisprudence is authority for the statement that under a provision in a building contract "permitting alterations * * * the right is limited to changes that do not unreasonably alter the character of the work or unduly increase its cost" (Vol. 9. p. 17). Altering does not include demolishing and rebuilding. Obviously, appellant had no authority to demolish the house and construct an entirely new one—which he did.

2. Next is the question of whether or not the demolition and construction aforesaid were done in good faith.

Here are the facts: The leased house was created long prior to the war. The roofing was of old galvanized iron sheets. The posts, sidings and roof framings were almost eaten up by termites. It was hardly fit for habitation. It could collapse. At the time the lease was under consideration, appellant prepared a plan, Exhibit 7, of the house as it would appear repaired and/or altered. He got appellee's nod thereto. He demolished the old house, built an entirely new one in line with the plan. All along, appellee knew of all these. From time to time, appellant informed her of the progress of the work and the expenses. Besides, appellee then lived just in front of the house being constructed. Afterwards, the cordial relations between appellant and appellee, who were *compadre* and *comadre* respectively, turned sour. Appellee told appellant to stop the construction as she could not afford the expenses. But then, the building was almost finished. In fact, thereafter, appellant put up only between ₱150 and ₱200 on said building. Appellant could not stop. The remaining works were necessary. These facts, in our opinion, show good faith on the part of appellant. He did not mean to infringe the contract.

In this posture, we hold that there was no gross violation of the contract. The demolition of the dilapidated old house was not entirely unjustified. Appellee's objection came too late.

3. This brings us to that portion of the judgment below which did not credit appellant with the cost of the demolition of the original house and the construction of the new one. The report of the commissioner, sanctioned by the court, states that appellant failed to prove the receipts for expenses incurred "in the reconstruction", citing Section 48, Rule 123, Rules of Court.

We start with the statement that the receipts and invoices covering materials used (Exhibits 1–a to 1–zz and 2), the payrolls of laborers (Exhibits 3, 4, 5 and 6), and the summary of the total expenses (Exhibit 1), were all admitted in evidence as part of appellant's testimony. One

by one, the receipts, invoices and payrolls were identified by appellant as containing the expenses he incurred in connection with the construction of the house. The main evidence then is appellant's testimony. The document simply buttress it. No showing is made that appellant tried to pad the expenses. A reference to the plan of the house, Exhibit 7, will show that the total of such expenses in the sum of ₱1,952.21 was not at all unreasonable. The constructed house stands also as proof of those expenses. On this score alone, appellant's testimony merits assent.

Besides, none of these documents has been challenged as a mere fabrication. On their face, they appear to be regular. It was not necessary that the various employees in the many business houses which furnished the materials and the many laborers who signed the payrolls, should file one after another before the court and identify their signatures—solely for the purpose of establishing the amount of the expenses. Paraphrasing a decision of this Court, if appellee thought that these documents were spurious, "there was nothing to prevent" said appellee "from calling" as witnesses the persons who subscribed to those documents; and appellee having "failed to do so", said documents "should be given due weight". People *vs.* Mujtaba, CA–G. R. No. 2202–R, November 29, 1948, cited in Velayo's Digest, Vol. 8, p. 283. See also: 40 American Jurisprudence, pp. 900–901.

We, therefore, hold that appellant is entitled to reimbursement for said expenses.

4. But appellant prays that he be allowed six (6) months free rental for every ₱500.00 disbursed by him. We disagree. The money was not "spent for the *repair*" stipulated in Clause 4 of the contract—they were for the construction of a new building.

5. The rentals due from July 1, 1949 to August 6, 1955 at the rate of ₱25 per month is ₱1,825.00. Appellant's advances amounted, as aforesaid, to ₱1,952.21. The difference is ₱127.21.

The lease calls for appellant's occupancy of a repaired and/or altered building—not a new one. Equitable considerations urge us to disallow appellant's recovery of this sum of ₱127.21. Reason: He lived in a better house.

The judgment for attorney's fees in appellee's favor in the sum of ₱200 is improper. No reason exists therefor.

Conformably to the foregoing, the judgment appealed from is hereby reversed; and appellee's complaint is hereby dismissed.

No costs allowed here or in the court below.

IT IS SO ORDERED.

Natividad and *Angeles, JJ.*, concur.

Judgment reversed.

[No. 21542-R. April 1, 1959]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.* SEVERO FUGABAN y MADDELA, defendant and appellant.

CRIMINAL LAW; ATTEMPTED OR FRUSTRATED HOMICIDE OR MURDER; EVIDENCE OF INTENTION TO TAKE LIFE.—To qualify the crime as attempted or frustrated homicide or murder, the intention to take life must be proved with the same degree of certainty as is required in the proof of the other elements of the crime, and such intention will not be inferred save in the presence of circumstances sufficiently strong to prove it beyond reasonable doubt. It is absolutely necessary that the homicidal intent be evidenced by adequate acts which at the time of their execution were unmistakably calculated to produce the death of the victim, since the crime of frustrated or attempted homicide or murder is one in which, more than in any other case, the penalty is based on the material results produced by the criminal act. The means employed by the assailant must also be adequate to cause the death of the injured party.

APPEAL from a judgment of the Court of First Instance of Manila. Kapunan, Jr., *J.*

The facts are stated in the opinion of the Court.

Juan F. Villasanta, for defendant and appellant.

Solicitor General Edilberto Barot and *Attorney Julio S. Garcia,* for plaintiff and appellee.

ANGELES, *J.:*

Severo Fugaban y Maddela was accused of frustrated murder in the Court of First Instance of Manila. After trial, he was found guilty of attempted murder, and sentenced to an indeterminate penalty of from two (2) years and one (1) day of *prision correccional* to six (6) years and one (1) day of *prision mayor,* and to pay the costs. No pronouncement was made as to the defendant's civil liability as no evidence thereon was offered. From the decision the defendant appealed.

The case of the prosecution is planted on the testimonies of the following witnesses: Juanito Longa, the complainant, Dr. Ricardo Gochuico of the North General Hospital, Marcelino Bonafe, a patrolman of the Manila Police Department, Juanito Garcia, and the mother of the complainant, Socorro Longa. As documentary evidence, the medical certificate issued by Dr. Gochuico, Exhibit A, was presented.

For the defendant, only Thelma Domingo testified. The defendant, Severo Fugaban, did not take the witness stand to testify in his behalf.

On the evening of December 7, 1955, complainant Juanito Longa and the defendant, Severo Fugaban, had an altercation in connection with the fence on a lot under the care of Longa which was alleged to have been destroyed by Fugaban. Longa asked Fugaban why he destroyed the

fence; Fugaban answered thus "What is your business?" Angered by the reply, Longa boxed Fugaban. Fugaban ran away without retaliating.

The following morning, December 8, 1955, at about 6 o'clock, Longa and Fugaban met each other on the street. Longa claims that in that meeting he was stabbed by Fugaban. The assault, as narrated by Longa, happened in the following manner: When the complainant was coming out of the yard of house No. 3031 at Pilar street, Manuguit subdivision, Tondo, Manila, where he had slept the night before, he noticed that a man was following him from behind, and when he turned his back, he saw Fugaban who suddenly stabbed him on the body with an instrument that was wrapped in a piece of paper; that he did not see the object wrapped in the paper; that he was weakened and fell to the ground; that after he was stabbed, Fugaban ran away towards the house No. 3031–A at Pilar street, Manuguit subdivision, Tondo, Manila where he lives. Complainant continues that after Fugaban had left, Juanito Garcia approached Longa and conducted him to the North General Hospital; that he was discharged from the hospital after three days, but did not go to work for about a week as he wanted to rest; that for more than a year after that incident, he did not see Fugaban anymore, but saw him again, however, before he was arrested; that one week after Fugaban's arrest, his relative, by the name of Roman Gargantel, asked for the settlement of the case; that he refused to settle the case, and told Gargantel that he will press the prosecution; that he was hit on the right side "(witness indicating the upper right side of his body under the armpit)"; that he was hit only once.

On cross-examination, he declared as follows; Asked to show the wound he received during the incident, he indicated "(witness showing his right side with a scar about four inches and under the armpit and another scar about two inches long)"; that he did not fight back his assailant, because he was weakened and fell; that the accused was two meters away behind him when he noticed his presence; that he did not see that the weapon with which he was struck by the accused was a knife because it was wrapped in a piece of paper.

On questions by the court, he declared thus: "Q. How was Severo at the time moving? A. I did not see the manner in which he was walking but when I turned my head he immediately stabbed me. Q. But he was two meters from you, how could he stab you? He jumped at me and stabbed me. Q. You said that he had a bladed weapon wrapped in paper? A. Yes, sir. Q. If the attack was sudden, how could you have noticed it? A. When I turned my head I saw him. That was the time when he

stabbed me. Q. How could he stab you. Will you please demonstrate? A. (Witness with left hand swings sidewise). Q. He stabbed you using the left or right hand? A. Left. Q. Do you know if Severo is left handed or right handed? A. I do not know. Q. A few minutes ago you demonstrated how the accused stabbed you and according to you he swung his left hand, is that correct? A. Yes, sir. Q. Are you sure about that? A. Yes, sir. Q. But according to you also you were not facing the accused but you only had turned your head, would you explain now how you were wounded on the right side and not on the left? A. I was walking when I felt somebody behind me and as I turned my face to the right, I saw him and he swung at me. I was walking and I felt that a man was coming from behind to the right and as I turned my body and faced to the right side, he stabbed me here (witness indicating a scar with his left hand). (t.s.n., pp. 2–5, hearing, April 23, 1957.)

Dr. Ricardo Gochuico, a physician at the North General Hospital, declared as follows: That on December 8, 1955, he treated Juanito Longa at the hospital, and found in his body a stab wound in the chest, mid-axillary, and the wound is not fatal; that the wound could have been caused by a sharp instrument; that Exhibit A is the medical certificate issued by him, reading as follows: "1. Wound stab, chest, mid-axillary, level of 8–9th rib, right, nonpenetrating. X'RAY REPORT: Chest—There is no radiographic evidence of bone injury. DISPOSITION: Admitted in the hospital. Discharged December 10, 1955." In his opinion the injury "will incapacitate or require medical attendance for seven (7) to nine (9) days if without complications, * * *"

On cross-examination, he declared that he classified the wound as stab wound—as having been caused by a sharp instrument; that it was a stab wound by the fact that the depth of the wound is bigger or rather more extensive than the width of the wound; that the patient was released after three days; that there was no other wound on the body of Longa which he treated; that he did not ascertain the exact depth of the wound; that he does not remember the measurement of the width or of the depth of the wound; that he did not verify what muscles were injured; that what he meant by "non-penetrating wound" as stated in the certificate was that the wound did not penetrate into the lungs and pleura cavity.

Marceliano Bonafe, a patrolman of the Manila Police, declared that he arrested the accused at 3031 Pilar street, Manuguit subdivision, Tondo, Manila, after a year from December 8, 1955; that he was not able to effect the arrest of the accused earlier, "Because I have gone to that place

(3031) and I was informed by the other occupant that Mr. Fugaban was not there. I requested the cooperation of some policemen who surveyed the place, but in vain until one year after the date (witness referring to December 8, 1955)"; that upon arresting the accused, he asked him where he had been, and he replied that he had been in the province. (t. s. n., pp. 1–2, hearing, July 22, 1957.)

Juanito Garcia declared as follows: That he knows both the accused and the complainant, because they are his friends; that on December 8, 1955, he was residing at 3130 Pilar street, Manuguit, Tondo, Manila; that on the morning of December 8, 1955, at about 5 o'clock, he saw Juanito Longa coming out of the house at 3031 Pilar street; that while Longa was walking he saw Fugaban following; that he was at the sidewalk of the street opposite the house 3031, cleaning the car of Julian Mendoza; that he saw "the two stopped without any conversation and then suddenly Severo Fugaban ran back to the place where he came from"; that he aproached Longa to see what had happened to him; that he saw the side of his body wounded; that he took him in the car to the hospital; that he saw Longa bleeding; that he does not know what instrument was used, but he saw Fugaban with something wrapped in a piece of paper; that Fugaban stabbed Longa with it; that he saw Fugaban ran to the direction of the house No. 3130–A.

On cross-examination, he declared that he saw Longa and Fugaban stopped for about two minutes, and afterwards the latter ran away with the paper bag in his hand.

Socorro Longa, the mother of the complainant, declared as follows: That she knows both the complainant and the accused; that three days after the arrest of Fugaban, Roman Gargantel went to her house, and after introducing himself as the son-in-law of Mrs. Villasanta, the latter being a sister of Severo Fugaban, he said that Mrs. Villasanta had sent him to ask for pity and for the settlement of the case; that she answered that she was not the offended party but her son; that her son told Gargantel that he cannot agree to any amicable settlement, and Gargantel then left the house.

Thelma Domingo, the only witness presented by the defense, for defendant Fugaban did not testify in his behalf, declared as follows: About 6 o'clock on the morning of December 8, 1955, Fugaban went to her house and borrowed a coffee pot, Exhibit 1, saying that he was going to buy coffee in a nearby Chinese store for his sister who was going to an early mass, that day being the feast day of the Immaculate Conception; that she handed the coffee pot wrapped in a piece of paper, because it did not have any handle (At this juncture the fiscal made the following

observation: "For the record, there is a handle and cover"); that after Fugaban had left, she started to clean the stairs of the house and she was facing the street while cleaning; that she saw Longa facing North, and Fugaban was walking towards Longa; that she was 15 meters away from them; that she saw Longa boxed Fugaban, and the latter retaliated by hitting the former on the head with the coffee pot; that they grappled for the possession of the coffee pot; that Longa was able to take the coffee pot from the hold of Fugaban but in so succeeding, Longa hit or struck his right side with the coffee pot; that Fugaban was able to regain possession of the coffee pot, and immediately ran away; that the fight between the two took place by the side of the street; that she saw the pulling or struggling for the possession of the coffee pot, and the positions of the combatants were in this manner, "Each one was holding the pot (Longa with his two hands holding the side of the pot and Fugaban holding the mouth with the right hand)"; that she saw the coffee pot struck the right side of Longa's body.

Upon a searching examination of the evidence, we noticed that the testimony of the lone witness for the defense concerning the details of the stabbing which she claims to have witnessed is exaggerated. The testimony of the witness that at a distance of 15 meters, and while the combatants were locked in a confused struggle for the possession of the coffee pot, she was able to observe the exact relative positions of their moving hands such that she could say that "Longa with his two hands (was) holding the side of the pot and Fugaban (was) holding the mouth with the right hand," and that she also saw Longa pull the coffee pot from Fugaban, and that on account of the force exerted by him the vessel struck the right side of Longa's body, are pieces of over-statements that rational belief refuses to accept. Our doubt about this particular phase of the narration of the witness is accentuated by the fact that, as revealed by her to the court, she cannot, at a close distance, discern clearly even unmoving objects. Thus, having a clear view of the coffee pot during the trial, she declared that it was without handle. The truth of the matter, however, is that the vessel has a handle and cover as borne out by the unchallenged and uncontradicted manifestation of the prosecuting officer. Perhaps, the witness does not concern herself with the accuracy of her statements, or that she is far-sighted, or maybe she wants to mislead the court. In any event the credibility of her story is shattered and her capacity as a truthful witness impaired.

As the record reveals, the version of the prosecution as to the suddenness of the assault upon the complainant by the

accused is diametrically opposed to that given by the defense. The testimony of the complainant would seem to indicate that the attack was sudden; while the version of the defense would tend to depict a situation wherein the combatants fought face to face. Upon this state of the evidence, the testimony of Juanito Garcia is very illuminating. It sheds the much needed light in the ascertainment of the fact in dispute. In a straightforward and natural way, Garcia declared that while he was at the sidewalk of the street opposite the house No. 3031 where the fight took place cleaning the car of his employer, Julian Mendoza, he saw Longa walking and Fugaban following from behind. The two stopped for about two minutes without any conversation. Fugaban was carrying something wrapped in a piece of paper. With it he stabbed Longa, after which he ran away from the place. The circumstances pictured by a disinterested witness shows that there was no treachery when the assault was committed. Even the declarations of the complainant that he was aware of the presence of Fugaban who was following him from behind, and especially his answers to the questions of the court above transcribed, demonstrate the absence of treachery.

To qualify the crime as attempted or frustrated homicide or murder, the intention to take life must be proved with the same degree of certainty as is required in the proof of the other elements of the crime, and such intention will not be inferred save in the presence of circumstances sufficiently strong to prove it beyond reasonable doubt. It is absolutely necessary that the homicidal intent be evidenced by adequate acts which at the time of their execution were unmistakably calculated to produce the death of the victim, since the crime of frustrated or attempted homicide or murder is one in which, more than in any other case, the penalty is based on the material results produced by the criminal act. The means employed by the assailant must also be adequate to cause the death of the injured party.

In the present case, the kind of weapon with which the victim was injured has not been clearly established. The injury was neither fatal nor serious, for only first aid treatment was administered to the patient (t.s.n., p. 6, testimony of Dr. Gochuico.) The wound did not affect any muscle of the body of the victim, and after three days the patient was discharged from the hospital. There is reason to believe, in the absence of evidence to the contrary, that the injury inflicted upon the complainant could have been caused by the spout of the coffee pot the edge of which is somewhat sharp and sufficient to cause the wound. The circumstances under which the assault was committed do not show that the appellant intended to kill

the complainant, considering the nature of the weapon used and the wound inflicted, which was of such a mild character that only first aid treatment was given by the doctor. If the further fact is taken into consideration, that after the complainant was struck once, and according to the complainant he became weak and fell to the ground and was therefore at the mercy of the assailant, the appellant instead of continuing the assault ran away, the conclusion that the appellant merely intended to wound the complainant becomes inevitable.

In the case of People *vs.* Albana et al., CA–G. R. No. 15745–R, November 29, 1956, the accused used wooden clubs and a piece of stone. The injuries suffered by the victim required from 12 to 15 days of medical attendance, and he was hospitalized for five days after the incident. The victim was never in danger of dying, the attending physician's statement to the contrary notwithstanding. This Court held that the intent to kill has not been sufficiently proven, and the appellants were found guilty of the crime of less serious physical injuries only, instead of frustrated murder, as found by the lower court.

In the case of People *vs.* Castor Reyes et al., 30 Phil., 551, the accused were charged with the crime of frustrated homicide. The facts of that case were as follows: While the victim Perfecto De Ramos was talking with another person, the accused Palanca, a policeman dressed in citizen's clothes intervened in the conversation and struck Ramos on the head with his fist, and afterwards caught the victim by the nape and continued to beat him with his fist. A person named Delgado intervened in an attempt to free Ramos from the assault of Palanca. At that moment the sergeant of police, the accused Castor Reyes who was also dressed in citizen's clothes approached and assaulted Ramos with his fist. Reyes then caught the victim by the neck and dragged him outside of the cockpit, continuing all the while the beating with his right fist which was covered by a handkerchief, while Palanca was striking the victim from behind with his revolver.

The accused were found guilty of the crime charged. On appeal, the accused were found guilty of less serious physical injuries only. The Court said: "The case presents no features which would raise a doubt of the guilt of these defendants, * * *. Nevertheless, the case affords no good reason whereupon to base a finding that the assailants positively intended to kill the injured person, notwithstanding the persistent and repeated beating they gave him, and however much they very plainly demonstrated their intention of doing him injury by striking him in different parts of his body, it is improper to classify the crime as frustrat-

ed or attempted homicide, and the offense must merely be punished according to its consequences and the harm done the victim."

Upon the evidence, we are persuaded that without the least provocation the appellant assaulted the complainant with a weapon inadequate, however, to produce death. Considering that the wound of the complainant had required medical attendance for three days, and had incapacitated him from labor for the same number of days, or even if we take the face value of the certificate of the doctor that the injury of the complainant will incapacitate or require medical attendance for not more than nine (9) days, the crime committed by the appellant must be qualified as slight physical injuries only, punishable by *arresto menor* and not attempted murder. There is wanting in the evidence the element of intent to kill and treachery. Considering that there is no modifying circumstance, the penalty must be imposed in its medium period.

WHEREFORE, the judgment appealed from is hereby modified. Finding the appellant guilty beyond reasonable doubt of the crime of slight physical injuries, he is hereby sentenced to fifteen (15) days of *arresto menor,* and to pay the costs.

IT IS SO ORDERED.

Natividad and *Sanchez, JJ.,* concur.

Judgment modified.